

REQUEST FOR PROPOSALS Boston Children's Savings Accounts (CSAs) Pilot Program Tech Tool

Issued by: The City of Boston Martin J. Walsh, Mayor

Mayor's Office of Workforce Development Trinh Nguyen, Director

RFP Issue Date: October 13, 2015 RFP Closing Date: November 13, 2015, 5:00pm RFP Bidders' Conference Call: October 26, 12:00pm-1:30pm

> Inquiries: Peggy Hinds-Watson Peggy.Hinds-Watson@boston.gov Questions due by: October 26 at 5:00pm



The Mayor's Office of Workforce Development is a division of the Boston Redevelopment Authority

Contents

1/ Overview	3
1.1/ Project Background	3
1.2/ Key Definitions	5
1.3/ RFP Communications & Inquiries	5
1.4/ RFP Timeline	6
2/ Project Scope	7
2.1/ Back End Minimum Viable Product	7
2.2/ Front End Minimum Viable Product	8
2.3/ Potential Future System Requirements	8
2.4/ Sustainability & Scalability	9
3/ The Technical Proposal	10
3.1/ Introduction & Executive Summary1	10
3.2/ Vendor Background & Company Qualifications1	10
3.3/ Response to Scope of Work1	11
3.3.1/ Back End Minimum Viable Product1	11
3.3.2/ Front End Minimum Viable Product1	12
3.3.3/ Potential for Additional Features1	13
3.3.4/ Sustainability & Scalability1	13
3.3.5/ Other Solution Details (Optional)1	13
3.4/ Ownership & Intellectual Property1	14
3.5/ Presentation/Demo1	14
3.6/ The Cutting Room Floor (Optional)1	15
4/ The Price Proposal 1	16
4.1/ Narrative	16
4.2/ Line-Item Budget	16
5/ Submitting the Technical & Price Proposals1	18
5.1/ Checklist for Submitting Proposal1	18
5.1.1/ Instructions for Using the Checklist1	18
5.1.2/ Checklist for Submitting RFP Proposal1	19

5.2/ Submission by Mail or Hand 20	0
5.2.1/ Technical Proposal	0
5.2.2/ Price Proposal	0
6/ Selection Criteria 22	2
6.1/ Minimum Evaluation Criteria2	2
6.2/ Comparative Evaluation Criteria22	2
6.2.1/ Introduction & Executive Summary (3.1)	2
6.2.2/ Vendor Background & Company Qualifications (3.2)	3
6.2.3/ Technical Proposal (3.3)	3
6.2.4/ Ownership & Intellectual Property (3.4)	5
6.2.5/ Presentation/Demo If Needed (3.5)	5
6.2.6/ Cutting Room Floor (Optional) (3.6)	6
7/ Terms & Conditions	7
7.1/ Cancellation, Rejection, and Waiver2	7
7.2/ Withdrawal or Modification of Proposal 2	7
7.3/ Proposal Validity Period2	7
7.4/ Proposal Costs	7
7.5/ Taxes	7
7.6/ Subcontractors	7
7.7/ Use of City Name	8
7.8/ Rule of Award	8
7.9/ Contract	8
7.10/ Term of Contract	9
7.11 Public Records	9
Appendix A/ Overview of Relevant City Departments & Key Stakeholders	0
Appendix B/ Overview of Relevant Technical Systems	2
Appendix C/ Technical Proposal Response - Project Scope	4

1/ Overview

Mayor Walsh's administration is committed to helping Boston's children achieve their dreams beyond high school. Specifically, the City of Boston is working to increase access to postsecondary education as a pathway to financial empowerment. The City's Office of Workforce Development (OWD) will launch a Children's Savings Account for College (CSA) program that will ultimately open a college savings account for every Kindergarten (K2) student. We're starting with a 3-year pilot program (to be launched in Fall 2016) and are looking for a technology solution to support our work.

OWD wants to emerge as a national thought leader on CSA delivery, and we have learned that leveraging technology can help us deliver a streamlined and dynamic Boston CSA Pilot Program. Successful creation and implementation of this tool has the potential to scale beyond Boston, as other CSA programs may be interested in such a tool in the near future.

OWD seeks engaged and flexible technology partner(s) who can help build a delivery platform for the Boston CSA Pilot Program that:

- a. encourages Boston families to use their accounts,
- b. enables OWD to sustainably provide excellent customer service for Boston families,
- c. provides OWD with data that will help us improve the program,
- **d.** enables families to use multiple types of financial accounts across a variety of financial institutions and account types, and
- e. allows OWD the flexibility to iterate and adapt the program based on program performance and feedback.

This partner(s) would sign a 3-year contract to collaborate with OWD for the duration of the Boston CSA Pilot Program. While this contract would cover the pilot period, OWD is looking for a partner(s) with the capability to scale and sustain engagement longer-term.

1.1/ Project Background

Research¹ and practice² around the country strongly suggest that CSAs impact children's mindset towards college, their access to higher education, and their financial capability. Therefore, as part of OWD's work to ensure long-term economic success for Boston's children, OWD will partner with the Eos Foundation and the Boston Public Schools (BPS) to pilot a CSA program.

Inspired by San Francisco's Kindergarten to College (K2C) program, OWD will launch a universal CSA program at the Kindergarten (K2) level. Every child entering kindergarten at a public school (district or charter) in Boston will receive a CSA that remains with them for at least 12 years, until he or she is ready to pursue post-secondary education. Families can deposit into the accounts at any time and have an opportunity to earn incentives for their savings.

¹ 1to1Fund.org (a CFED initiative). Based on research by Elliott, William. "Small-dollar children's savings accounts and children's college outcomes." Children and Youth Services Review 35, no. 3 (2013): 572-585.

² Frank DeGiovani, Ford Foundation at CFED CSA conference. SEED Project result.

The first step toward a universal program is a 3-year pilot beginning in the fall of 2016. OWD will provide a CSA to an estimated 500 kindergarteners each year at three to five Boston Public Schools, for an estimated total of 1,500 participants in the pilot's third year.

Each student will receive a seed deposit for their CSA. Savings incentives (such as matching funds and providing bonus funds for achieving particular benchmarks) will also be provided to families who contribute to their accounts.³ Private dollars will be used to fund accounts during the pilot phase. In addition, financial empowerment services, such as a financial education and counseling, will be integrated into the effort in order to maximize the program's effectiveness. All program funds (seed deposit and savings incentives) will be held in a "Master Account" owned by OWD/the City until participants are ready and able to withdraw their savings (both family contributions and program funds earned) for post-secondary use.

We want to make it as easy as possible for families to access the accounts and make deposits. With the exception of certain programmatic withdrawal restrictions, these accounts will be used just like traditional savings accounts, with features like viewing account balances online and making deposits online or at a bank.

With this in mind, we would like to give families two ways to access their CSA funds:

- 1. Because our market research demonstrates that Boston families like choices, we would first like to give families the option to "link-your-own-account." This option would be exactly what it sounds like--families would be able to open a savings account, or take an existing savings account, from any financial institution and designate it as their CSA account. The tech tool we want to develop through this RFP would be the way their account is "linked" to, or registered with, our program. This option gives families the ability to make deposits through the financial institution of their choosing.
- 2. We would also like to give families the option to "create a custodial account."⁴⁵ For families that choose this option, OWD/the City would create a custodial savings account for the family, where there is an account custodian (aka primary account holder) and the child in the CSA program is the named beneficiary of the account. OWD will partner with a specific depository institution to create these accounts, and this is where families who chose this option would make deposits.⁶

³ Any deposits from families directly are referred to as "family deposits." And deposits from public or private donors for the account seed or savings incentives are referred to as "program funds."

⁴ There are many reasons why families may choose this option; some reasons include, but are not limited to: because they are unbanked, because keeping assets in their name may affect receipt of public assistance benefits, or because the accounts they currently hold are serving other purposes.

⁵ At the time of this RFP release, the exact account structure for these custodial accounts (e.g., individual custodial account, escrow account with sub-accounts for each child) has not yet been determined and will depend in part on the chosen financial partner (see footnote 6 below).

⁶ At the time of this RFP release, a financial institution partner has not yet been identified. Should we solidify a partner financial institution during the RFP process, we will post this information on the RFP website and will alert those who have downloaded the RFP about this update via email.

The tech tool we want to develop through this RFP will enable OWD to manage these variety of accounts families opt for as part of a single CSA program, tracking program funds earned by each family overtime as they make deposits and reach other program benchmarks.

We have three goals for the 3-year pilot program:

- Create a CSA program that results in high participation by families, and can be sustainably be scaled to accommodate ~5,000 new student accounts per year. One proof point for participation will be regular deposit activity from families. Appropriate targets for participation will be jointly developed with our partners during project startup.
- 2. Learn from families and participating schools what program elements positively and negatively impact their participation, and adjust the CSA program accordingly.
- 3. Learn from families, school building staff (teachers, principals), and community organizations what impact the CSA program is having on the mindset of Boston children and parents. This may include analyzing attendance and school performance data, and administering qualitative surveys.

These goals are in service of the primary goals of the full-scale program:

- 1. Create a college-going culture in Boston and expectations that every child in Boston will enroll in and complete college or some form of post-secondary education.
- 2. Increase the percentage of Boston's children who graduate from high school, enroll in and complete college or some form of post-secondary education or training.
- 3. Increase children and families' financial capability to help create lifelong savings and investment habits, thereby increasing financial inclusion among many of the City's disadvantaged residents.

1.2/ Key Definitions

- 'Vendor' refers to one that is responding to an RFP.
- 'Contractor' is used for the Vendor or Vendor partnership that has been chosen to implement the RFP and has a signed contract.
- 'The City' refers to the City of Boston.
- 'Participants' refers to Boston families, the end users.
- 'Family deposit' refers to money deposited into a CSA account by participating families.
- 'Earned incentives' or 'incentives' refers to money earmarked for families as they
 participate in specific incentive activities set forth by the Boston CSA Pilot
 Program. While earmarked for families, this money lives in a bank account owned by
 OWD/the City.
- 'Savings' or 'total savings' refers to a family's combined deposits plus earned incentives.

1.3/ RFP Communications & Inquiries

With the release of this RFP, all communications must be directed in writing via email to the contact person below. No other OWD employee, consultant, or contractor is empowered to

speak for OWD with respect to this RFP. Any oral communication is considered unofficial and non-binding to OWD.

After the proposal deadline, Vendors should not contact the RFP Coordinator or any other OWD official or employee, except to respond to a request by the RFP Coordinator.

The RFP contact is:

Peggy Hinds-Watson Mayor's Office of Workforce Development EDIC/BRA 43 Hawkins Street Boston, MA 02114

Email: peggy.hinds-watson@boston.gov

The Website for this RFP and related documents is:

http://www.bostonredevelopmentauthority.org/work-with-the-bra/rfps-rfqs-bids/rfp-listingpage?id=59

All project correspondence will be posted on the RFP website. It is the responsibility of Vendors to check the website regularly for information updates, clarifications, and any addenda.

1.4/ RFP Timeline

The preliminary RFP Schedule is detailed below. Dates are subject to change. Any changes will be posted in an addendum that can be found on the RFP website.

RFP available	Tuesday, October 13
Bidder's conference call (Q&A) <i>see RFP website for call details</i>	Monday, October 26, 12-1:30pm EST
Deadline for questions or requests for clarifications via email to peggy.hinds-watson@boston.gov	Monday, October 26, 5pm EST
Responses to questions posted	Friday, October 30
Deadline for RFP proposal submission	Friday, November 13, 5pm EST
Vendor presentations/demos & reference checks	November/December 2015
Final Vendor notification of selection	Thursday, December 3

2/ Project Scope

Because the tech tool will be a central pillar of our program, we are looking for specific capabilities in the four parts of this project: the back end (2.1.), the front end (2.2), potential future requirements (2.3), and sustainability & scalability (2.4).

OWD is looking for a technology partner(s) who will be contracted for the duration of the 3year pilot. The present budget allocated toward the creation of a minimum viable product (MVP) by July 1, 2016, inclusive of its back end (2.1), front end (2.2), and associated maintenance and sustainability costs (2.4) for this time period, is approximately \$150,000. This product will serve an estimated 500 participants per year, for a total of no more than 1500 participants by the end of the 3-year contract. OWD may consider additional features (2.3) and maintenance and sustainability features (2.4) that exceed the \$150,000 budget, based on your specific proposal and the available funding.

We encourage you to submit a proposal responding to all four parts of the RFP. We welcome partnerships between multiple firms-- i.e. one firm could build the back end while another develops the front end. We will also accept proposals addressing only part of this project scope; however, firms proposing only a partial solution must describe how they would be flexible enough to work with a partner of our choosing.

Note also, that this RFP is soliciting bids for the RFP tech tool, which is distinct from design of programmatic elements such as: defining types of incentives offered, financial education offerings, program branding and messaging, and creation of alternative deposit options for families. This tech tool may be a vehicle for the delivery of such programmatic elements, but its development is distinct.

2.1/ Back End Minimum Viable Product

In order to achieve working front end capabilities, we know the back end will need to, at minimum and by July 1, 2016:

- securely coordinate data from a number of sources, including a number of financial institutions (see Appendix B);
- be able to link to a minimum number of account types, including savings accounts, checking accounts, custodial accounts, and 529s (see 1.1);
- automate data transfer;
- automate execution of at least one type of savings incentive (see 2.3);
- trigger alerts to both the individual participant and OWD when deposit amounts reach a particular threshold (e.g., the \$2000 mark);
- automate generation of program reports for OWD that show (a) frequency of program use, (b) total family deposit amounts, (c) total earned incentives, and (d) total savings (family deposits + earned incentives) for both individual families and in aggregate,
- automate download of raw data collected, and
- incorporate an adaptability to changes and innovations in the financial services and technology sectors, i.e. be constructed on a framework that leverages REST APIs.

2.2/ Front End Minimum Viable Product

The front end of the tech tool will be each family's first experience with the CSA program--and it will ideally remain their 'command central' as they continue to participate in the program. We want to make it as easy as we can for participating families to interact with their CSA account. This means the tool must be accessible, intuitive to use, easy to navigate, and aesthetically pleasing. At minimum and by July 1, 2016, families must be able to:

- select and "activate" one of the two account options laid out in section 1.1:
 - (1) easily link an account of their choice (savings, checking, or 529) to the tech tool (see 1.1), or
 - (2) create a new custodial account through our future partner financial institution (see 1.1);
- view information, such as deposit amounts (into their own linked or their custodial accounts), seed dollars and incentives earned (from OWD's program funds), total amount "saved" (total between deposits and earned program funds), and other program information;
- update contact information, communicate intended changes to their program status to OWD (e.g., 'opt out' of the program early on or leave the program mid-way), and download program status change forms;
- ask for help and provide feedback;
- access the tech tool via any web browser or mobile device; and
- access the tech tool in both English and Spanish.

These functions should be accessible for all families, including those who have limited computer skills.

The tech tool must also provide an interface for OWD staff, so they can quickly and efficiently serve participating families. At minimum and by July 1, 2016, OWD will need to:

- make quick and easy edits or updates to the content and design of the family interface,
- provide help and support to participating families,
- share program reminders and alerts with participating families,
- solicit feedback from families, and
- analyze participant data in ways that are compelling to funders and constituents.

2.3/ Potential Future System Requirements

While the minimum requirements described in (2.1) and (2.2) above must be tested and ready to launch at program start in Fall 2016, we're interested in scoping out a timeline for the duration of the pilot period to experiment with the following additional features:

- Accessibility for families who read and write languages other than English and Spanish (including traditional and simplified Chinese, Haitian and Cape Verdean Creole, Vietnamese, and Portuguese), and users who have disabilities under ADA Title II (see WCAG2 and Section 508 for guidance) as soon as possible.
- Execution of multiple types of savings incentives, such as:

- 1:1 match- for every \$1 that a participating family deposits into their account,
 OWD matches that contribution with \$1 of program funds
- Steady Saver- participants who deposit on a pre-determined regular basis receive a fixed bonus (e.g., participants who make deposits once per month for six consecutive months receive an additional \$100 of program funds from OWD)
- Benchmark- participating children who achieve specific academic benchmarks will receive a fixed bonus (e.g., children who make perfect attendance for six weeks in a row receive an additional \$100 of program funds from OWD),
- Ways for users with disabilities and ways for users with limited English or Spanish skills to also use the tool
- Ways for families to be able to set and track their own savings goals
- Ability for families to "link" more than one account to the CSA (e.g., savings and 529)
- Texts, emails, or alerts that are pushed to families based on specific demographics and milestones
- Ways to integrate delivery of financial education to participating families
- Ability for OWD to modify existing reporting mechanisms and/or create their own reporting fields
- Automatic data analysis that displays real-time analytics in easy-to-read ways
- Login capability for school leadership to view CSA participation by school
- Social media integration (Twitter, Facebook, Instagram, email) for participants, OWD, and other partners to highlight achievements
- Integration with other City tools, such as Discover BPS

2.4/ Sustainability & Scalability

Terrific customer service requires a commitment to constant improvement. At minimum, we will need:

- an ever-improving solution based on stakeholder feedback,
- training for OWD staff, and
- ongoing maintenance and support.

3/ The Technical Proposal

The "technical proposal" is every element of your response to this RFP, except for anything having to do with price (the price proposal covers that section). For the technical proposal, we are looking for you to include the following: provide an introduction (3.1); share your background and qualifications (3.2); propose your approach to this project (3.3); describe your ownership and IP preferences (3.4); and sign our standard contract forms (3.5). The final element of your technical proposal is a presentation/demo which you may be asked to conduct for OWD, the Mayor's Office of New Urban Mechanics, and the Department of Innovation and Technology (3.6).

We've also added an optional section (3.7) for you to add those ideas that you wanted to include - that you think would make a better technology product to serve our CSA program - but that you did not think you could add in your proposal given the time and budget constraints of this project.

Please be concise.

3.1/ Introduction & Executive Summary

Please provide a brief introduction highlighting:

- your company (business concept, operating structure),
- the services you typically provide,
- your business size (revenue, employees, customers), and
- point(s) of contact (name, address, phone(s), email address).

Include any relevant partnerships that your company currently maintains and the type of partnership (e.g., service/solution provider, value-added reseller, etc.).

If you are applying as a partnership of more than one firms or organizations, please provide the above information for each firm or organization in the partnership. Also describe how your partnership will work (e.g., does one firm specialize in back end or specific content area, will one firm first work on the project and then pass it off or will you work in tandem, etc.).

If you are proposing a partial solution, please describe how you would be flexible enough to work with a partner of our choosing.

Finally, tell us:

- why you/your partnership is interested in responding to this RFP,
- why you/your partnership would be a good fit for OWD on this project, and
- what success for this project would look like to you.

3.2/ Vendor Background & Company Qualifications

Describe your company's planning, design, and implementation experience in:

- data integration (in general),
- working with sensitive information (please note if you have worked with financial or school data in particular),
- working with government or government programs, and/or
- building and/or integrating web-based financial education tools.

If you have experience with banking data, please list the specific financial institutions you have worked with directly.

Additionally, provide three (3) past performances within the last three years, in which your company served as the primary vendor to implement banking, school, or financial empowerment solution. Please include the following:

- Project name
- Title of contract
- Approximate value of contract
- Point of contact
- Contact information
- Partners (include their specific role, responsibility, & deliverables)
- Description of products implemented
- Date of deployment into production

If applying as a partnership, include any past performances as a partnership.

NOTE: If you have had a contract terminated for default during the past five (5) years, or have been involved in litigation regarding a contract, this fact should be disclosed along with your position on the matter(s). If you have experienced no such terminations for default in the past five (5) years and have not been involved in contract litigation, then you should indicate as such.

3.3/ Response to Scope of Work

Describe how you would deliver the solution outlined in Section 2 that meets and/or exceeds our needs. This section is a critical component of the proposal. We want you to give us the clearest possible picture of what you and your solution can provide to the Boston CSA Pilot Program, given the stated parameters. Include a detailed description of your work plan and project organization (e.g., timelines, estimated hours of work per each of the four parts, etc.) when possible. Feel free to use anything (e.g., graphics, links to your work, etc.) that helps you make your case. You can also include any images that might help OWD understand your proposal as an appendix.

3.3.1/ Back End Minimum Viable Product

Please walk us through each feature bulleted in (2.1) and describe your back end minimum viable product (MVP) that would be tested and ready for family and OWD use by July 1, 2016. Fill out the Back End Minimum Viable Product Project Scope table (C.1) with the requested

information, and be sure to incorporate your answers to the questions below into your response to this section.

- This tool must be dependable and secure. How would user access and security restrictions be managed for the types of data listed in Appendix B? Describe your experience handling sensitive information such as student data and financial records. Provide a detailed description of your confidentiality and security standards, and identify all industry standards that your proposed solution meets.
- How will your MVP enable participants to link multiple types of accounts at a variety of financial institutions?
- How would you automate data transfer for each of the types of data described in Appendix B?
- How would your MVP execute savings incentive(s)?
- Describe the types of alerts your MVP would be able to provide to participants and families, and describe the technology underlying these alerts.
- Describe or show the reports that are mentioned in (2.1), and describe the technology underlying these reports. What other reports are available through your tool? How easy would it be for our team to modify these reports and/or create new ones? Can they be automated?
- How would you make the raw data collected in the system available to us and our partners? Please specify frequency and formats of data transfers, and which components of the raw data are, and are not, made accessible in this way.
- How would your solution adapt to changes and innovations? Could you provide information on program participants through an API?
- If any hardware and/or software are required at OWD as part of a hosted solution, please specify and provide detail.
- If there are elements listed under (2.1) that your product cannot deliver by July 1, 2016, please explain when you might be able to deliver each of these elements.

3.3.2/ Front End Minimum Viable Product

Please walk us through each feature bulleted in (2.2) and describe your front end minimum viable product (MVP) that would be tested and ready for family and OWD use by July 1, 2016. Fill out the Front End Minimum Viable Product Project Scope table (C.2) with the requested information, and be sure to incorporate your answers to the questions below into your response to this section.

- Describe how your tool would provide a terrific experience for both families and for OWD. Please reference your own work and/or other design inspirations, and explain how you would provide the features and accessibility described in (2.2). Address how families and OWD would view and share information. How would the tool accommodate users on any browser or device, including those with limited computer skills?
- Suppose a family wanted to change their account from a savings account at a bank to the State's 529 account, and suppose this was permissible under program rules. Tell us

(a) the steps families would need to take, (b) the steps OWD would need to take, and (c) the processes your proposed solution would need to run to complete this transaction.

- What customization can be done by users?
- Program information will need to be provided and accessible to families. What format would you need this information to make sure that families could access, read, and print or download this information?
- Using your tool, what is OWD's process for editing content and design of the family facing portal ("front end")?
- What information you would be able to provide to help us understand how families use your proposed tech tool and the program? How would you automate data transfer for these metrics?
- If there are elements listed under (2.2) that your product cannot deliver by July 1, 2016, please explain when you might be able to deliver each of these elements.

3.3.3/ Potential for Additional Features

Please describe how, over the course of the 3-year pilot, you envision scoping out the introduction and testing of any of the features described in (2.3) and/or features that your solution might include that we have not yet thought about. Fill out the Additional Features Project Scope table (C.3) with the requested information, and provide us with a year-by-year timeline of your plan, including what you would require from OWD and OWD's partners to be successful. Please highlight any features described in (2.3) that you would actually have ready for the MVP.

3.3.4/ Sustainability & Scalability

Please answer the following regarding the sustainability and scalability of your proposed solution.

- Will you have the ability to regularly collect user feedback through the platform? Describe how feedback is collected from the various user types and how that feedback can be incorporated for OWD to use and act upon.
- Specify and detail the scalability of the recommended solution and what would be required to expand for increased usage.
- If you can provide training for key OWD staff, tell us what your training plan might be and specify the skills OWD staff might need. What level of staffing is best practice for OWD to manage/administer the tool?
- Describe the ongoing maintenance and support at all levels for your proposed solution.

3.3.5/ Other Solution Details (Optional)

Please provide any additional information around your proposal that you feel is necessary to allow OWD to make informed planning and budgeting decisions. In particular, we are interested in other capabilities of the platform that may benefit OWD and the Boston CSA Pilot Program.

3.4/ Ownership & Intellectual Property

Our interest is to work with a partner to develop an exceptional product, a product that continues to improve both beyond this contract. Considering this, there are several options that OWD will consider with respect to the ownership of the code and intellectual property developed under this contract:

- 1. Work for Hire. In this option, OWD is the owner of the code and all intellectual property developed as part of this project. In this case, OWD will likely open source this project following its completion, under a license that would encourage others to use the code and the intellectual property.
- 2. Not Work For Hire, but Perpetual, Unlimited Rights License for OWD to the Code & IP. In this option, the partner would be the owner of the code and all intellectual property developed as part of this project. OWD would receive a perpetual, unlimited rights license to the software in its final state at the completion of the contract as well as the code and the intellectual property.

Unlimited rights means that OWD may use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly the code, software, and all related IP, in any manner and for any purpose, and to have or permit others to do so, even for commercial purposes.

- 3. Not Work For Hire, and Perpetual, Government Purpose License for OWD to the Code & IP. In this option, the partner would be the owner of the code and all intellectual property developed as part of this project. OWD would have a perpetual, Government Purpose License to the software and code in its final state at the completion of the contract. A Government Purpose License provides OWD and its affiliated entities the right to reproduce, use, and prepare derivative works for government purposes. Government purpose means any activity in which OWD or its affiliated entities is a party, including cooperative agreements with other government entities. Government purposes do not include the rights to use, modify, reproduce, or disclose software or code for private commercial purposes or authorize others to do so.
- 4. Not Work For Hire, and Perpetual License for OWD to the Code & IP. In this option, the partner would be the owner of the code and all intellectual property developed as part of this project. OWD and its affiliated entities would have a perpetual license to use the software in its final state at the completion of the contract.

In your response, please specify which of these options you would prefer. You may also propose an alternative if none of these approaches fit your needs. In all instances members of the public will have a limited license to use the public facing component of the software for the purpose of accessing and processing permitting information.

3.5/ Presentation/Demo

OWD is looking for a close partner on this project. To gauge alignment with OWD's goals, you may be invited in for an on-site session with OWD to present/demo your technical proposal and answer questions OWD may have. Demos will be scheduled during:

• November 23-November 25

• November 30-December 2

3.6/ The Cutting Room Floor (Optional)

There may be efforts you would have liked to include in this proposal that were not covered but did not think were feasible given time and budget constraints. We would like to know what some of those were. This section is optional.

4/ The Price Proposal

OWD is looking for a technology partner(s) who will be contracted for the duration of the 3year Boston CSA pilot. The present budget allocated toward the creation of a minimum viable product (MVP) by July 1, 2016, inclusive of its back end (2.1), front end (2.2), and associated maintenance and sustainability costs (2.4) for this time period, is approximately \$150,000. This product will serve an estimated 500 participants per year, for a total of no more than 1500 participants by the end of the 3-year contract. OWD may consider additional features (2.3) that exceed the \$150,000 budget, based on your specific proposal and the available funding.

The price proposal asks for details concerning the components of the pricing that go into each Vendor's overall proposal. There are two parts to the price proposal: the narrative (4.1) and a line-item budget (4.2). Understanding the level of effort and cost for each deliverable helps OWD to better understand the structure of the proposed work.

Vendors are reminded that the price proposal must be submitted as a separate pricing document in a separate sealed envelope.

4.1/ Narrative

Please include a narrative describing the various costs associated with your project and how your organization approaches pricing. While your narrative can take any format, it should include a justification for the various costs described in the line-item budget (4.2).

4.2/ Line-Item Budget

We require detailed pricing information in order to be able to evaluate your proposal. Please use the following grid, or something similar, to provide detailed pricing for the following project parts. If more information is needed, please request those details during the Bidder's Conference Call (1.4) or submit your questions in writing (1.3). Responses to all relevant questions will be made publicly available per Sections 1.3 and 1.4.

PROJECT PART	PRICE ESTIMATE RANGE (low to high)	RANGE EXPLANATION (explain difference between low and high estimate or variables that affect lower/higher pricing)
Development & Implementation of Back End Minimum Viable Product (2.1) <i>as described in your proposal</i>		
Development & Implementation Front End Minimum Viable Product (2.2)		

as described in your proposal	
Additional Features - Year 1 (2.3) Please list specific features	
Additional Features - Year 2 (2.3) Please list specific features	
Additional Features - Year 3 (2.3) Please list specific features	
Training (2.4) As described in your proposal	
Maintenance & Support (2.4)	
License or Subscription (<i>If applicable</i> please specify your pricing model i.e. annually, per user, etc.)	
Other Costs for costs that do not fall under any of the above categories please specify	

If necessary, provide sub-line items to delineate specific expenses that might fall under each project part.

For prices associated with items you detailed in Section 3.7 (optional), please use the following grid or something similar:

ADDITIONAL ITEMS	PRICE ESTIMATE RANGE (low to high)	RANGE EXPLANATION (explain difference between low and high estimate or variables that affect lower/higher pricing)
ITEM DESCRIPTION		
ITEM DESCRIPTION		
ITEM DESCRIPTION		
(ADD ROWS AS NEEDED)		

5/ Submitting the Technical & Price Proposals

This section provides an overview of the process for submitting your proposal in response to this RFP. Vendors are strongly advised to read this section in its entirety and to complete the checklist, since failure to comply with the process can result in disqualification.

5.1/ Checklist for Submitting Proposal

Following these instructions, you will find a checklist form that is customized to this RFP. This checklist is for your use, to make sure that you are submitting everything that is required in your proposal. You do not need to include the checklist with your proposal, but please use the checklist before submitting your proposal to be sure your proposal is complete.

5.1.1/ Instructions for Using the Checklist

1. Make sure that the form you are using matches the proposal you are responding to by examining the heading information on your form – the RFP name and the deadline. Is this the RFP you are responding to?

2. Sections A and B identify the items that are required to reply to the technical proposal and the price proposal, respectively.

There are three columns for each item listed:

- RFP Section This is where you can find details in the RFP document for each item listed on the checklist.
- Form (Y/N) This identifies items on the checklist that have a form and those which do not.
- Completed Use this box to check off the items that have been completed.

3. The last section of the checklist – Final Review (C) – provides a final check to make sure that you are not making any mistakes that would cause your proposal to be eliminated.

5.1.2/ Checklist for Submitting RFP Proposal

RFP Name:

Deadline:

	RFP Section	Form (Y/N)	Completed (√)
A. Required Items for Technical Proposal			
1. Introduction & Executive Summary	3.1	N	
2. Vendor Background & Company Qualifications	3.2	N	
3. Response to Scope of Work	3.3	N	
4. Ownership & Intellectual Property	3.4	N	
B. Required Items for Price Proposal			
1. Narrative	4.1	N	
2. Line-Item Budget	4.2	Y	
C. Final Review	YES	NO	
1. Did you submit the proposal before the deadline?			
2. Did you submit separate, sealed technical and price proposals?			
3. Did you make sure that there is no pricing information in the technical proposal?			
4. Did you review all standard contract forms? The selected firm will be required to sign all forms at contract award, and should not expect to incorporate changes.			

5.2/ Submission by Mail or Hand

Absolutely no responses will be accepted after the due date and time. OWD reserves the right to reject any or all bids. The award of a contract for services requested by this RFP shall be subject to the approval of the Board of the Economic Development Industrial Corporation (EDIC).

5.2.1/ Technical Proposal

The print version of the technical proposal may be submitted to OWD either by mail, by a delivery service, or delivered in person.

Vendors submitting a print proposal must submit a complete original technical proposal in a sealed envelope along with three (3) copies and one (1) digital copy (thumb drive). The envelope should be clearly marked as follows:

Peggy Hinds-Watson OWD CSA Pilot Program: Tech Tool RFP TECHNICAL PROPOSAL Submitted by: [Name of Vendor] [Date Submitted]

and must be delivered or mailed to:

Peggy Hinds-Watson Mayor's Office of Workforce Development EDIC/BRA 43 Hawkins Street Boston, MA 02114

Mailed proposals must be RECEIVED by 5pm EST, Friday, November 13, 2015.

5.2.2/ Price Proposal

Price proposals must be submitted under separate cover and in a sealed envelope. The print version of the price proposal may be submitted to OWD either by mail, a delivery service, or by delivery in person.

Vendors submitting a print proposal must submit a complete original price proposal in a sealed envelope (separate from the technical proposal) with one (1) digital copy (thumb drive). The envelope must be clearly marked:

Peggy Hinds-Watson OWD CSA Pilot Program: Tech Tool RFP PRICE PROPOSAL Submitted by: [Name of Vendor]

[Date Submitted]

and delivered or mailed to:

Peggy Hinds-Watson Mayor's Office of Workforce Development EDIC/BRA 43 Hawkins Street Boston, MA 02114

Mailed proposals must be RECEIVED by 5pm EST, Friday, November 13, 2015.

6/ Selection Criteria

The criteria we are using for judging the strength of the technical proposal are outlined below. Each proposal will be evaluated consistent with <u>M.G.L. c. 30B sec. 6</u>.

6.1/ Minimum Evaluation Criteria

All proposals received by OWD will first be reviewed to determine whether the proposal meets all minimum criteria identified in the RFP. Minimum criteria are found in the Checklist for Submitting Proposal (5.1).

For a proposal to meet all minimum criteria, a Vendor must unconditionally be able to check each item as 'Completed' for Sections A and B and 'Yes' for each item in Section C. Minimum evaluation criteria reflect those standards or attributes that OWD considers essential to the performance of the contract.

6.2/ Comparative Evaluation Criteria

Proposals that have met all minimum evaluation criteria will be evaluated according to the comparative evaluation criteria that follow in this section. After reviewing, the evaluation team will prepare written evaluations for each proposal. The evaluators will assign a rating of "highly advantageous," "advantageous," or "not advantageous" to each criterion. The team will use the comparative evaluation criteria to assist in their evaluation of each Vendor's overall qualifications. All comparative evaluation ratings will be determined by the evaluation team.

OWD reserves the right to invite Vendors for an in-person demo or an interview either by phone or in person. OWD may choose to conduct reference checks and include information obtained from the interview and reference checks in the evaluation.

NOTE: Vendors should not count on interviews and reference checks as an opportunity to provide additional information not contained in the proposal. All information that Vendors wish the selection team to consider during the evaluation process should be included in the originally submitted proposal.

Price proposals will be evaluated separately from the technical proposals. The evaluation team will not see the price proposals until after the technical evaluations are complete.

HIGHLY ADVANTAGEOUS	Vendor offers a clear introduction to the applicant firm(s), including all information requested in Section 3.1. Vendor demonstrates a clear alignment between the Boston CSA Program goals and the firm's portfolio trajectory. Partnerships have a demonstrated history of success, or Vendor demonstrates a history of "flexibility" in similar projects.
	vendor demonstrates a history of "flexibility" in similar projects.

6.2.1/ Introduction & Executive Summary (3.1)

ADVANTAGEOUS	Vendor provides a clear introduction to the applicant firm(s) that includes all information requested in Section 3.1. Vendor's reasons for responding to this RFP are clearly stated. Partnerships are clearly described and demonstrate thoughtfulness in selection, or Vendor clearly explains what flexibility means for the Vendor (for partial solutions).
NOT ADVANTAGEOUS	Information requested in Section 3.1 is not provided in full; Vendor's reasons for responding to this RFP are vague, unclear, or confusing. Proposed partnerships have not been tested, or explanation of flexibility (for partial solutions) is unclearly described.

6.2.2/ Vendor Background & Company Qualifications (3.2)

HIGHLY ADVANTAGEOUS	Information requested in Section 3.2 is provided in full. Vendor's past experience demonstrates at least two of the following: integration with financial and/or school data, demonstrated knowledge of and/or previous work with municipalities, previous experience building or integrating web- based financial education tools, previous work with and/or a working knowledge of CSAs, demonstrated knowledge of and/or previous work with human- (or customer-) centered design, demonstrated success in previous projects, and/or experiences with evaluated work.
ADVANTAGEOUS	Information requested in Section 3.2 is provided in full. Vendor has past experience and success with data integration, has worked with government or government programs, and/or has experience building or integrating a web-based financial education tool.
NOT ADVANTAGEOUS	Information requested in Section 3.2 is not provided in full. Vendor has little to no experience with banking and/or school integrations, working with government or government programs, or building web-based financial education tools.

6.2.3/ Technical Proposal (3.3)

6.2.3.1/ Back End Minimum Viable Product (3.3.1)

HIGHLY ADVANTAGEOUS	Vendor's response addresses all aspects of the back end MVP described in Section 2.1. Vendor's response exceeds meeting the minimal needs described in Section 2.1 by July 1, 2016 (e.g., Vendor's response includes APIs, a wide variety of reporting capabilities, etc.).
ADVANTAGEOUS	Vendor's response addresses all aspects of the back end MVP described in Section 2.1. Vendor's response meets the minimal needs described in Section 2.1 by July 1, 2016.

NOTVendor's response does not address all aspects of the back end MVPADVANTAGEOUSdescribed in Section 2.1. Vendor's response does not meet the minimal needs described in Section 2.1 by July 1, 2016.	
---	--

6.2.3.2/ Front End Minimum Viable Product (3.3.2)

HIGHLY ADVANTAGEOUS	Vendor's responses addresses all aspects of the front end MVP described in Section 2.2. Vendor's response exceeds meeting the minimal needs described in Section 2.2 by July 1, 2016 (e.g., pervasively easy for OWD to make front end changes, includes description of mobile responsiveness, includes description of integration with social media, etc.).
ADVANTAGEOUS	Vendor's response addresses all aspects of the front end MVP described in Section 2.2. Vendor's response meets the minimal needs described in Section 2.2 by July 1, 2016.
NOT ADVANTAGEOUS	Vendor's response does not address all aspects of the front end MVP described in Section 2.2. Vendor's response does not meet the minimal needs described in Section 2.2 by July 1, 2016.

6.2.3.3/ Proposed Additional Features (3.3.3)

HIGHLY ADVANTAGEOUS	Vendor's response includes a timeline and description of support needed from OWD. Vendor is able to provide a robust number of additional features over the duration of the 3-year pilot, Vendor's timeline seems realistic, and Vendor provides justification for timeline milestones.
ADVANTAGEOUS	Vendor's response includes a timeline and description of support needed from OWD. Vendor is able to provide some additional features over the duration of the 3-year pilot, Vendor's timeline seems realistic, and Vendor provides justification for timeline milestones.
NOT ADVANTAGEOUS	Vendor's response does not include a timeline or description of support needed from OWD. Vendor's is not able to provide any additional features over the duration of the 3-year pilot, Vendor's timeline does not seem realistic (either too ambitious or not ambitious enough), and/or Vendor does not provide justification for timeline milestones.

6.2.3.4/ Sustainability & Scalability (3.3.4)

Vendor's response addresses all aspects of sustainability and scalability
described in Section 2.4. Vendor's response exceeds meeting the minimal
needs described in Section 2.4 (e.g., the product can be scaled
immediately, staff training and help desk access is unlimited for the
duration of the program, etc.).
c r i

ADVANTAGEOUS	Vendor's response addresses all aspects of sustainability and scalability described in Section 2.4. Vendor's response meets the minimal needs described in Section 2.4.
NOT ADVANTAGEOUS	Vendor's response does not address all aspects of sustainability and scalability described in Section 2.4. Vendor's response does not meet the minimal needs described in Section 2.4.

6.2.3.5/ Other Solutions Details (Optional) (3.3.5)

HIGHLY ADVANTAGEOUS	Vendor's response included very compelling other capabilities that would benefit the program.
ADVANTAGEOUS	N/A
NOT ADVANTAGEOUS	N/A

6.2.4/ Ownership & Intellectual Property (3.4)

HIGHLY ADVANTAGEOUS	Vendor describes any of the options presented in Section 3.4, or something similar and will open source code.
ADVANTAGEOUS	Vendor describes any of the options presented in Section 3.4, or something similar and will not open source code.
NOT ADVANTAGEOUS	Vendor makes no selection and presents no other similar option.

6.2.5/ Presentation/Demo -- If Needed (3.5)

HIGHLY ADVANTAGEOUS	Presenters are well-organized and provide a clear, concise presentation. The presentation demonstrates strong insight into OWD's requirements, as described in the RFP.
ADVANTAGEOUS	Presenters are organized. Presentation demonstrates understanding of OWD's requirements, as described in the RFP.
NOT ADVANTAGEOUS	Presenters are not organized and/or provide an unclear presentation. Presentation demonstrates little understanding into OWD's requirements, as described in the RFP.

6.2.6/ Cutting Room Floor (Optional) (3.6)

HIGHLY ADVANTAGEOUS	Vendor's response included very compelling features that would, at a later date, add value to the program.
ADVANTAGEOUS	N/A
NOT ADVANTAGEOUS	N/A

7/ Terms & Conditions

7.1/ Cancellation, Rejection, and Waiver

OWD is under no obligation to proceed with this RFP and may cancel the RFP at any time with or without the substitution of another. OWD reserves the right to reject in whole or in part any or all proposals, when OWD determines that rejection serves the best interests of OWD. OWD may waive minor informalities in the proposal or allow the Vendor to correct them.

7.2/ Withdrawal or Modification of Proposal

OWD may allow a Vendor representative bearing proper authorization and identification to sign for, receive and withdraw the Vendor's unopened proposal prior to the submission deadline. A Vendor that seeks to correct or modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the submission deadline.

7.3/ Proposal Validity Period

By submitting a proposal, the Vendor agrees that its proposal is valid for one hundred twenty (120) days following the submission deadline unless extended by mutual agreement.

7.4/ Proposal Costs

Any and all costs incurred by a Vendor in preparing a proposal and throughout the RFP process are ineligible for reimbursement by OWD.

7.5/ Taxes

OWD is a tax-exempt organization. However, should any part of the Contract be subject to taxes, unless otherwise specified in this RFP, the Vendor shall include and be responsible for paying all taxes that are applicable.

7.6/ Subcontractors

OWD will contract with one Contractor who will be solely responsible for contractual performance and who shall be the sole point of contact for OWD with regard to Contract matters. In the event that the Contractor utilizes one or more Subcontractors, the Contractor will assume all responsibility for performance of services by the Subcontractor(s).

OWD must be named as a third party beneficiary in all subcontracts. A list of all Subcontractors proposed to take part in the performance of the Contract shall be provided to OWD for approval prior to Contract execution.

7.7/ Use of City Name

The Contractor and any Subcontractor(s) agree not to use the City of Boston name or seal, or that of any other City Agency or Department, or of the Boston Redevelopment Authority in advertising, trade literature, or press releases without the prior approval of OWD.

7.8/ Rule of Award

The contract for the Boston Children's Savings Accounts (CSA) Pilot Program Tech Tool will be awarded to the most favorable proposal based on the selection criteria outlined in Section 6 above. The successful respondent will be deemed, in the opinion of the selection Committee, to be the most responsive and acceptable proposal, taking into consideration the reliability of the respondent, the qualities of the services proposed to be supplied, and their conformity with the specifications required. Pricing will be a significant factor, but not the sole determinant in the selection.

If a Contract is awarded, the Contract will be awarded to that responsive and responsible Vendor whose proposal is deemed most advantageous to OWD taking into consideration the evaluation criteria and proposal pricing. OWD will contract with the selected Vendor that best meets OWD's needs and may not necessarily make an award to the lowest price bidder.

An award letter or award notification is not a communication of acceptance of a Vendor's proposal. No final award has been made until final execution of a Contract by the Vendor and OWD, and the approval of the final Contract by the EDIC Board, as well as Contractor receipt of a City issued Purchase Order. Until such time, OWD may reject any or all proposals or elect not to proceed with this RFP. The Vendor shall not furnish any services, equipment, materials, or labor unless a fully executed and approved Contract and Purchase Order is received from OWD, and funds are appropriated for the Contract.

7.9/ Contract

The selected firm will be required to sign EDIC's Standard Contract upon contract award. In addition to EDIC's Standard Contract and any applicable supplemental terms and conditions that are part of this RFP, the Contract will include, without limitation, OWD required forms and certifications, including OWD's CORI Compliance Certification, Living Wage Form, Wage Theft Form, Contractor Certification, and Certificate of Authority. These forms are available upon request. The submitted proposal, along with the RFP, will also be part of the Contract between OWD and the Contractor.

The Contract is subject to the availability and appropriation of funds and may be cancelled by OWD without penalty in any year in which an appropriation is not made.

For your reference, the following contract and form sample documents are provided as attachments at the end of this RFP:

• EDIC Sample Standard Contract

- Non-Collusion Affidavit
- Certificate of Tax, Employment Security, and Child Care Compliance

7.10/ Term of Contract

The term of the contract will be for three (3) years.

7.11 Public Records

Proposals shall be confidential until the completion of the evaluations, or until the time for acceptance specified in the RFP, whichever is earlier. Thereafter, proposals will be public record. Do not submit confidential information in your proposal.

Appendix A/ Overview of Relevant City Departments & Key Stakeholders

Because several stakeholders will come together to produce the CSA Pilot Program, all City departments and key stakeholders--and a general sense of their roles and functions pertaining to the CSA Pilot Program--are detailed in this appendix.

A.1/ Mayor's Office of Financial Empowerment

The <u>Mayor's Office of Financial Empowerment (OFE)</u> will act as the primary manager of the CSA Pilot Program. OFE will be responsible for all programmatic duties related to the CSA Pilot Program.

A.2/ Boston Public Schools

The <u>Boston Public Schools (BPS)</u> will serve as the initial point of contact for the CSA Pilot Program. The CSA Pilot Program will be delivered to 3-5 BPS schools with Kindergarten classrooms during the pilot phase; the full program will reach all Boston district and charter school Kindergarten classrooms.

BPS will provide participating families with information about the CSA Pilot Program, and they will serve as hosts for the delivery of some of the in-person financial education components.

A.3/ Eos Foundation

The <u>Eos Foundation</u> serves as one of the primary partners driving the CSA Pilot Program. Eos and OFE are jointly designing the CSA Pilot Program to meet Boston's specific needs. Eos is also the primary funder of the CSA Pilot Program.

A.4/ Financial Institution

Families who choose to link their own bank accounts to the tech tool will likely bank at one of many financial institutions in the Boston area. While we cannot foresee every financial institution that our participants may want to link to, we would like to give them as many options as possible.

The following are financial institutions (listed in alphabetical order) that have over five brick and mortar branches in the City of Boston:

- Bank of America
- Citizen's Bank
- East Boston Savings Bank
- Eastern Bank
- Santander Bank
- TD Bank

In addition, there are several credit unions in Boston that our participants may belong to, and/or our participants may already have MA 529 accounts (serviced by Fidelity) or 529 accounts from other states.

A financial institution (TBD) will serve as the primary banking partner for the CSA Pilot Program's individual custodial accounts.

A.5/ Account Custodian

An account custodian (TBD) will serve as the named holder of the individual custodial accounts for participants who choose that option.

Appendix B/ Overview of Relevant Technical Systems

<u>Stakeholder</u>	<u>Data</u>	<u>System</u>	<u>Sharing</u> Format	<u>Frequency of</u> <u>Sharing</u>
Financial	Participant deposits	Multiple*	Multiple*	Nightly
Institutions	Participant withdrawals	Multiple*	Multiple*	Nightly
Account Custodian (TBD)	Participant seed money	TBD, but could potentially be PeopleSoft	TBD, but likely to be Excel	Nightly
	Participant earned incentives	TBD, but could potentially be PeopleSoft	TBD, but likely to be Excel	Nightly
Boston Public Schools	Child contact information	Aspen	EdFi SIS	Annually
	Child school and school ID number	Aspen	EdFi SIS	Annually
	Child attendance, grades, etc. (for incentives)	Aspen	EdFi SIS	TBD in partnership with OFE, BPS, IT developer

*Tech solution must be agnostic to financial institution and account type--in other words, the ideal tech solution would allow any financial institution (bank, credit union) and any account type (savings, checking, 529) to be able to be linked so that families could easily join an existing account to this program.

B.1/ Participant Deposits

Participant deposits into their accounts will likely clear on a nightly basis. Participants and OWD will need to be able to see when deposits are made, amount of each deposit, and cumulative total deposit amounts.

B.2/ Participant Withdrawals

Participant withdrawals from their accounts will likely clear on a nightly basis. Participants and OWD will need to be able to see when withdrawals are made, and withdrawing participants will need to be alerted to the repercussions of withdrawal prior to completing the withdrawal transaction.

B.3/ Seed Money

Participants will begin with up to \$100 of seed money earmarked for them in OWD's/the City's "Master Account." Participants and OWD will need to be able to see both the seed amount and cumulative program fund amounts.

B.4/ Earned Incentives

Participants may "earn" incentives over the course of the program. These incentives are also earmarked in OWD's/the City's "Master Account" under the participant's name. Participants and OWD will need to be able to see when incentives are earned, the amount of incentive earned, and cumulative program fund amounts.

B.5/ Child Contact

Each child's name and address must be input from BPS after K2 registration has completed and a finalized list of children in each class is made. Additionally, children who join a class mid-year should be able to be added to the program using this information from BPS.

B.6/ Child School & School ID Number

Each child's ID number and present school must be input from BPS after K2 registration has completed and a finalized list of children in each class is made. Additionally, children who join a class mid-year should be able to be added to the program using this information from BPS.

B.7/ Child Attendance, Grades

Children's attendance, grades, and other school data may be used as a means for earning incentives in the future (see 2.3). These data would need to come from BPS to trigger earmarking of program funds for specific children.

Appendix C/ Technical Proposal Response - Project Scope

For each of the project scope tables listed below, please indicate the point in time by which each listed feature will be ready to use, unless otherwise noted.

Feature	Ready for use on 7/1/2016	Ready for use on 7/1/2017	Ready for use on 7/1/2018	Notes
Securely coordinate data from a number of sources, including a number of financial institutions (see Appendix B)	[List # of financial institutions]	[List # of financial institutions]	[List # of financial institutions]	
Able to link to savings accounts				
Able to link to checking accounts				
Able to link to 529 accounts				
Able to link custodial accounts	[List type]	[List type]	[List type]	
Automated data transfer				
Automated execution of savings incentives (see 2.3)	[List number and which one(s)]	[List number and which one(s)]	[List number and which one(s)]	
Trigger alerts to both individual participant and OWD when deposit amounts reach a particular threshold	[Specify mode(s) of alert – e.g., text, email, etc.]	[Specify mode(s) of alert – e.g., text, email, etc.]	[Specify mode(s) of alert – e.g., text, email, etc.]	
Automate generation of program reports for OWD that show frequency of program use	[Specify individual, aggregate, or both]	[Specify individual, aggregate, or both]	[Specify individual, aggregate, or both]	

C.1/ Back End Minimum Viable Product Project Scope

Automate generation of program reports for OWD that show total family deposit amounts	[Specify individual, aggregate, or both]	[Specify individual, aggregate, or both]	[Specify individual, aggregate, or both]	
Automate generation of program reports for OWD that show total earned incentives	[Specify individual, aggregate, or both]	[Specify individual, aggregate, or both]	[Specify individual, aggregate, or both]	
Automate generation of program reports for OWD that show total savings (family deposits + earned incentives)	[Specify individual, aggregate, or both]	[Specify individual, aggregate, or both]	[Specify individual, aggregate, or both]	
Automate download of raw data collected				
Incorporate an adaptability to changes and innovations in the financial services and technology sectors – i.e. be constructed on framework that leverages REST APIs				

C.2/ Front End Minimum Viable Product Project Scope

Feature	Ready for use on 7/1/2016	Ready for use on 7/1/2017	Ready for use on 7/1/2018	Notes
Participant guidance to link their present account to the tech tool (see 1.1)				
Participant guidance to begin the process of creating a new custodial account through our future partner financial institution (see 1.1)				

Participants can view deposit amounts (into their own or their custodial accounts)Image: searce of the se		r	r	
incentives earned (from OWD's program funds)Image: Constraint of the cons	deposit amounts (into their own or their			
amount "saved" (total between deposits and earned incentives)Image: state interval informationImage: state interval informationParticipants can update contact informationImage: state interval informationImage: state interval informationParticipants can communicate intended changes to their program status to OWD (e.g., 'opt'out' of the program early out' of the program early on or leave the program mid-way)Image: state interval interv	incentives earned (from			
other program informationImage: Constant program informationImage: Constant program image: Constant program communicate intended changes to their program status to OWD (e.g., 'opt out' of the program early on or leave the program mid-way)Image: Constant program constant communicate constant constant communicationImage: Constant program constant constant communicationParticipants can download program status change formsImage: Constant program constant constant constant communicationImage: Constant program constant constant constant communicationParticipants can ask for help and provide feedbackImage: Constant program constant constant co	amount "saved" (total between deposits and			
contact informationImage: Contact informationImage: Contact informationParticipants can communicate intended changes to their program status to OWD (e.g., 'opt out' of the program early on or leave the program early on or leave the program early on or leave the program and mid-way)Image: Contact informationParticipants can download program status change formsImage: Contact informationImage: Contact informationParticipants can added help and provide feedbackImage: Contact informationImage: Contact informationParticipants can access the tech tool via any web borowserImage: Contact informationImage: Contact informationParticipants can access the tech tool via any web mobile deviceImage: Contact informationImage: Contact informationParticipants can access the tech tool via any mobile deviceImage: Contact informationImage: Contact informati	other program			
communicate intended changes to their program status to OWD (e.g., 'opt out' of the program early on or leave the program mid-way)list with with with with with with with wit				
program status change formsImage: Constant of the status change formImage: Constant of the st	communicate intended changes to their program status to OWD (e.g., 'opt out' of the program early on or leave the program			
help and provide feedbackImage: Constraint of the sector of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of the tech tool via any web browserImage: Constraint of tech tool via any web browser	program status change			
the tech tool via any web browser Image: Constant of the tech tool via any mobile device Image: Constant of the tech tool via any mobile device Image: Constant of the tech tool via any mobile device Image: Constant of the tech tool via any mobile device	-			
the tech tool via any mobile device	the tech tool via any web			
Participants can access	the tech tool via any			
	Participants can access			

	1		1	۰ ۲
the tech tool in English				
Participants can access the tech tool in Spanish				
OWD can make quick and easy edits or updates to the content and design of the family interface				
OWD can provide help and support to participating families				
OWD can share program reminders and alerts with participating families	[Specify mode(s) of reminders – e.g., text, email, etc.]	[Specify mode(s) of reminders – e.g., text, email, etc.]	[Specify mode(s) of reminders – e.g., text, email, etc.]	
OWD can solicit feedback from families				
OWD can analyze participant data in ways that are compelling to funders and constituents				

C.3/ Additional Features Project Scope

Feature	Ready for use on 7/1/2016	Ready for use on 7/1/2017	Ready for use on 7/1/2018	Notes
1:1 Match savings incentive (for every \$1 that a participating family deposits into their account, OWD matches that contribution with \$1 of program funds)				
Steady Saver savings incentive (participants who deposit on a pre-				

determined regular basis receive a fixed bonus (e.g., participants who make deposits once per month for six consecutive months receive an additional \$100 of program funds from OWD))				
Benchmark savings incentive (participating children who achieve specific academic benchmarks will receive a fixed bonus (e.g., children who make perfect attendance for six weeks in a row receive an additional \$100 of program funds from OWD))				
Available to users with disabilities under ADA Title II				
Available in additional languages beyond English and Spanish	[List languages]	[List languages]	[List languages]	
Ways for families to be able to set and track their own savings goals				
Enables families to "link" multiple accounts (e.g., savings and 529)				
Texts, emails, or alerts that are pushed to families based on specific demographics and milestones	[List type of alert]	[List type of alert]	[List type of alert]	

OWD can deliver useful and effective financial education to participating families	[Specify mode(s) of delivery available – e.g., text, email, etc.]	[Specify mode(s) of delivery available – e.g., text, email, etc.]	[Specify mode(s) of delivery available – e.g., text, email, etc.]	
Ability for OWD to modify existing reporting mechanisms and/or create their own reporting fields				
Automatic data analysis that displays real-time analytics in easy-to-read ways				
Login capability for school leadership to view CSA participation by school				
Social media integration (Twitter, Facebook, Instagram, email) for participants, OWD, and other partners to highlight achievements	[Specify type of social media]	[Specify type of social media]	[Specify type of social media]	
Integration with other City tools, such as <u>Discover</u> BPS	[Specify City tool]	[Specify City tool]	[Specify City tool]	

SAMPLE CONSULTANT SERVICES CONTRACT

Timothy J. Burke, Chairman EDIC Board Brian P. Golden, Director EDIC

CONSULTANT CONTRACT

This Consultant Contract (the "Contract") is made as of this _____ day of _____, 2015 by and between the Economic Development Industrial Corporation (the "EDIC") and ______ (the "Consultant"). EDIC and the Consultant hereinafter sometimes are referred to, individually, as a "Party" and collectively, as "Parties".

In consideration of the following mutual consents and undertakings herein set forth, each Party agrees as follows:

I. SCOPE OF SERVICES

A. <u>Description of Services</u>. The Consultant, by and through its staff and approved Subconsultants, shall be responsible for coordinating and completing the services set forth in Section 2 attached hereto and incorporated herein as a part hereof, on or before _____, 20__.

B. <u>Changes to Scope of Services</u>. EDIC's Authorized Representative may at any time, by written notice, make reasonable and non-substantial changes within the general scope of this Contract in the tasks to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the services under this Contract, an equitable adjustment shall be made in the compensation to be paid under this Contract and this Contract shall be amended in writing accordingly, such change must be approved by EDIC's Director. Any claim for adjustment under this Section I.B. must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change.

C. <u>Performance Standards</u>. The Consultant agrees that the services provided hereunder shall conform to professional standards of care and practice customarily expected of like firms engaged in performing comparable work, that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them and that the recommendations, guidance and performance of such personnel shall reflect such standard of professional knowledge and judgment.

II. COMPENSATION

A. <u>Amount of Payment</u>. Except as provided in Section VI.A of this Contract, the Consultant shall be paid as follows for the performance of the services set forth in Section I of this Contract and described in Exhibit A, attached hereto and incorporated as a part hereof:

1. For all services performed, either by the Consultant or by Sub-consultants, in execution of the work described in Exhibit A, the Consultant shall be paid an amount not to exceed dollars as more particularly set forth in Exhibit B attached hereto and incorporated as a part hereof. The Consultant shall only commence work on a

phase after issuance of a Notice to Proceed from EDIC. This amount includes all fees, overhead, general administrative costs, profit and applicable taxes or governmental charges, if any, for all Consultant and/or Sub-consultants charges arising under this Contract and all reimbursable expenses.

2. For all services performed, either by the Consultant or by Sub-consultants, the Consultant shall be paid not more than once a month upon EDIC's approval of the Consultant's monthly statements submitted in accordance with Section II.B hereof. The amount paid each month shall equal the sum of: (i) the product of the number of hours worked by the Consultant and/or any Sub-consultants performing services under this Contract during the prior month and the hourly rate of service set forth in Exhibit B attached hereto and incorporated as a part hereof; plus (ii) the amount of reimbursable expenses incurred by the Consultant and/or any Sub-consultants during the prior month and approved by the Authority as reimbursable.

B. <u>Monthly Statements</u>. Not later than the fifteenth (15th) day of each month during the term of this Contract, the Consultant shall submit to EDIC a monthly statement detailing all Services rendered and all reimbursable expenses incurred during the prior month. The Consultant's monthly statements shall be in such detail, as EDIC may reasonably require, to show the identification of the personnel performing services, their classifications and hours worked, and the detailed nature and extent of services performed. As part of the monthly statements, the Consultant shall also submit a statement detailing all services rendered by Sub-consultants and all reimbursable expenses incurred by Sub-consultants during the prior month, if any, in such detail as EDIC may reasonably require to identify Sub-consultants and the personnel performing services, their classifications, hourly rates and hours worked, and the expenses for which Sub-consultants request reimbursement.

C. <u>Retention of Records and Audit Rights</u>. The Consultant shall keep records for a period of three (3) years, and shall cause its Sub-consultants to keep records for a period of three (3) years, pertaining to services performed and reimbursable expenses incurred on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as EDIC may require. EDIC shall have the right to inspect, review or audit, in conformity with acceptable auditing standards, the accounts, books, records and activities of the Consultant and all Sub-consultants necessary to determine compliance by the Consultant with the provisions and requirements of this Contract and the laws of the Commonwealth of Massachusetts.

III. TIME OF PERFORMANCE

A. The Consultant acknowledges that time is of the essence in performing the services hereunder.

B. The Consultant, by and through its staff and approved Sub-consultants, shall be responsible for completion of the services set forth in Exhibit ____ in accordance with the timetables described in Exhibit ____, including without limitation, the completion of ______ by no later than ______, and a ______ within 90 days (3 months) after execution of the contract with the BRA, but in no event later than ______.

IV. SUB-CONSULTANTS

In furtherance of this Contract, EDIC and the Consultant recognize that Sub-consultants shall be necessary to conduct specific tasks with regard to elements of the services to be performed under this Contract. The final selection of all Sub-consultants shall be subject to prior review and written approval by EDIC's Director. The Consultant agrees to contract directly with the Sub-consultants in accordance with the terms and conditions of this Contract. The Consultant shall manage and coordinate the services and products of any and all Sub-consultants, and shall be responsible for overall management, coordination and information integration of all services set forth herein.

V. TERM

The term of this Contract shall commence on _____, 2015 and terminate on _____, 20__, unless sooner terminated by EDIC in accordance with this Contract; provided, however, that EDIC may, at its election and in its own discretion, extend the terms of this Contract for an additional period of ninety (90) days.

VI. TERMINATION

A. <u>Contract</u>. EDIC, by and through written notice from its Director, may terminate this Contract as follows:

1. On fourteen (14) days notice, without cause; or

2. On seven (7) days notice if the services to be performed under this Contract shall be canceled or abandoned by EDIC; or if the Contract or any part thereof shall be assigned without the prior written consent of EDIC's Director; or if the Consultant shall violate any of the provisions of this Contract or fail to perform, keep or observe any of the terms, covenants or conditions herein contained; or if the Consultant abandons in whole or in part its services, or becomes unable to perform its services; or if the Consultant fails to perform services in a timely and workmanlike manner; provided, however, that the Consultant shall not be in default if any such failure to perform or make progress arises out of causes beyond its control and through no fault or negligence of its own. In the event of such termination, EDIC may procure, upon such terms and in such manner as it shall deem appropriate, services similar to those so terminated without prejudice to any other rights and remedies for default EDIC may have.

B. <u>Termination of Subconsultant Contracts</u>. Consistent with the procedure set forth in Sections VI.A(1) and VI.A(2) of this Contract, in the event this Contract shall be terminated, the Consultant shall cause all Subconsultant Contracts, which it has entered into under this Contract, to be terminated.

C. <u>Procedures Upon Termination</u>. In the event of termination of this Contract, the Consultant shall promptly deliver to EDIC all documents produced under this Contract by the Consultant or Sub-consultants prior to its termination. In the event of termination, the Consultant and Sub-consultants shall be compensated in accordance with Section II for all work performed until the effective date of termination.

VII. ADDITIONAL TERMS AND CONDITIONS

A. <u>Records, Documents, Plans and Drawings</u>. All records and documents prepared pursuant to this Contract shall be considered the property of EDIC and shall be delivered to EDIC's

custody upon completion of the work or upon request in writing by EDIC's Director, and in any event no later than sixty (60) days after the termination of this Contract unless such time limit shall be extended in writing by EDIC's Director. Any plans or drawings are the property of EDIC, and shall be of the size and quality established by EDIC. Except as required for the discharge of its duties to EDIC under this Contract, no plans, sketches, drawings or other renderings or documents shall be released or disclosed by the Consultant to any other person without the prior written approval of the BRA's Authorized Representative and/or EDIC's Director.

B. <u>Authority's Authorized Representative</u>. Gerald Autler, Senior Project Manager/Planner for the BRA, and/or any other staff member set forth in a written notice from EDIC's Director to the Consultant, is/are hereby designated as the "BRA's Authorized Representative".

C. <u>Insurance</u>. The Consultant shall carry insurance furnishing benefits in accordance with M.G.L. c. 152, or such other workers compensation requirements as may pertain. The Consultant shall also carry comprehensive general liability/ automobile liability insurance for claims for property damage, bodily injury or death in connection with the Consultant's performance and activities under this Contract in the minimum single limit of One Million Dollars (\$1,000,000) for each occurrence. The Consultant shall cause all Sub-consultants under this Contract to carry similar insurance coverage as well as any other insurance coverage as EDIC may from time to time direct. Evidence of such insurance coverage shall be provided to EDIC.

D. <u>Indemnification</u>. The Consultant, at its expense, shall defend and indemnify and hold harmless EDIC, its members, directors, officers and employees from and against all claims, causes of action, suits, losses, damages and expenses, including attorneys fees, to the extent arising out of or resulting from any action by the Consultant and anyone employed by it, including Sub-consultants and their employees, in the performance of this Contract. Such obligation shall not be constructed to negate or abridge any other obligation of indemnification running to EDIC which would otherwise exist. EDIC shall give the Consultant prompt and timely notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification hereunder. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance contained in this Contract.

E. <u>Independent Contractor</u>. The Consultant is engaged under this Contract as an independent contractor and not as an agent or employee of EDIC.

F. <u>Non-Discrimination and Affirmative Action/Compliance With Laws</u>. The Consultant shall abide by and conform with the non-discrimination and affirmative action provisions set forth in Exhibit C attached hereto and incorporated as a part hereof. The Consultant shall also complete and sign the Certificate of Compliance with Laws set forth in Exhibit D attached hereto and incorporated as a part hereof.

G. <u>No Waiver</u>. Any failure by EDIC to assert its rights for or upon any default of this Contract shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder. EDIC's review, approval, acceptance or payment for services under this Contract shall not operate as a waiver of any rights under this Contract and the Consultant shall be and remain liable to EDIC for all damages incurred by EDIC as a result of the Consultant's failure to perform in conformance with the terms and conditions of this Contract. The rights and remedies of EDIC provided for under this Contract are in addition to any other rights or remedies provided by the law. EDIC may assert a right to recover damages by any appropriate means, including but not limited to setoff, suit, withholding, recoupment, or counterclaim either during or after performance of this Contract.

H. <u>Limited Liability of Authority</u>. Except as provided in Section I.B of this Contract, in no event shall the total liability of EDIC in connection with this Contract exceed the Maximum Amount provided for under Section II hereof. In no event shall EDIC be liable to the Consultant for damages for loss resulting from causes beyond the reasonable control of EDIC and in no event shall EDIC be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause.

I. <u>Limited Liability of Consultant</u>. Except as provided in Section I.B of this Contract, in no event shall the total liability of the Consultant in connection with this Contract exceed the Maximum Amount provided for under Section II hereof; except with respect to any design work or conceptual layout work performed by the Consultant or any of its Sub-consultants. In no event shall the Consultant be liable to EDIC for damages for loss resulting from causes beyond the reasonable control of the Consultant and in no event shall the Consultant be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits; except with respect to any design work or conceptual layout work performed by the Consultant.

J. <u>No Personal Liability</u>. No member or employee of EDIC shall be charged personally or held contractually liable by or to the Consultant under any term or provision of this Contract or because of any breach thereof. No member or employee of the Consultant shall be charged personally or held contractually liable by or to EDIC under any term or provision of this Contract or because of any breach thereof, for any action performed within the Consultant's scope of services and authority under this Contract.

K. <u>No Employment of Authority Personnel</u>. During the term of this Contract, the Consultant shall not employ on a full-time or part-time basis, any person so long as such person shall be employed by EDIC.

L. <u>Special Municipal Employment</u>. In accordance with M.G.L. c. 121B, Section 7, third paragraph, as amended, for purposes of the Commonwealth of Massachusetts Conflict of Interest Law, M.G.L. c. 268A, as amended, the Consultant and Sub-consultants shall be deemed to be "special municipal employees". All contracts with Sub-consultants shall include an acknowledgement that Sub-consultants are "special municipal employees".

M. <u>Assignment</u>. This Contract, any duties hereunder or interest herein, may not be assigned or delegated by the Consultant without the prior written approval of EDIC's Director.

N. <u>Governing Law</u>. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

O. <u>Severability</u>. If any provision of this Contract shall to any extent be held invalid or unenforceable, the remainder of this Contract shall not be deemed affected thereby.

P. <u>Construction</u>.

1. This Contract shall be the entire, full and complete agreement between the Parties concerning the subject matter hereof and shall supersede all prior agreements. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the Parties that are not embodied herein. No amendment, change or variance of or from this Contract shall be binding on either Party unless agreed to in writing signed by both of the Parties.

2. The headings appearing at the beginning of each paragraph of this Contract are for convenience only and do not define, limit or construe the contents of any such paragraph. Whether expressly indicated or not, the singular usage includes the plural, and the neuter usage includes the masculine or the feminine or both the masculine and feminine. This Contract may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same Contract.

Q. <u>Assignment</u>. It is acknowledged and agreed that the Consultant's services under this Contract are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

R. <u>Key Persons</u>. ______ of the Consultant's firm shall serve as Project Executive Director pursuant to the terms of this Contract and ______ of the Consultant's firm shall serve as the Project Manager. Reassignment of either or both of these key persons will require written agreement of the Parties.

IN WITNESS WHEREOF, this Contract is executed in four (4) counterparts as of the day and year first written above:

By:

ECONOMIC DEVELOPMENT INDUSTRIAL CORPORATION

Brian P. Golden
Title: _____ Director

CONSULTANT

Ву:_____

Title:_____

Date: _____

Approved as to Form:

Renee LeFevre General Counsel Economic Development Industrial Corporation

EXHIBIT ___

SCOPE OF SERVICES

• General Scope of Services

To be inserted here is the complete Scope of Services following selection of a technology partner(s) pursuant to the Office of Workforce Development's October 2015 Request for Proposals for a Tech Tool for the Boston Children's Savings Accounts (CSA) Pilot Program.

• Supplementary Services

Changes and Contingencies

If the BRA desires the Consultant to perform additional Work, (i.e. services which were not identified under Basic Services and/or are the result of discovering unforeseen conditions at the Site), then the Consultant shall, upon EDIC's request, submit an estimate of the cost for providing such extra services. Upon EDIC's written approval of such services, the Consultant shall perform such extra services as directed by the BRA and for the cost associated with these services. The cost shall be paid either on a lump sum or unit price basis and will be mutually agreed upon by the parties prior to initiating any such miscellaneous engineering services.

• Time of Performance

The Consultant will be required to complete performance of the Services, and any tasks included within the Services, in accordance with such schedule as may be agreed upon by the BRA and the Consultant or as otherwise specified by the BRA. The Consultant is advised that time is of the essence with respect to the performance of the Services.

It is further required that the Consultant be (i) available to commence work on the Basic Services Tasks (as such may be modified in the final Contractual Agreement between the BRA and the Consultant) immediately upon receipt of a Notice to Proceed being issued by the BRA and (ii) have such tasks completed on or before _____ calendar days from the Notice to Proceed. The notice to proceed shall follow acceptance by the BRA of the respondent's submitted project schedule detailing the work item and the time required to perform the same.

EXHIBIT ___

HOURLY RATES AND OTHER CHARGES

MAXIMUM AMOUNT

For performing or causing the performance of all services described in Exhibit A, the Consultant shall be paid an amount not to exceed ______ and __/100 Dollars (\$_____.), the "Maximum Amount". This Maximum Amount includes all fees, expenses, overhead, general administrative costs, profit and applicable taxes or governmental charges, if any, for all the Consultant's charges arising under this Contract.

REIMBURSABLES

The Consultant shall be reimbursed for Consultant and Subconsultant expenses for the following miscellaneous items:

- Long-distance telephone
- Supplies
- Copies
- Faxes
- Printing and Reproductions
- Photographic Material and Services
- Courier and Overnight Delivery
- Purchase of Statistical Data

Reimbursable amount is included in the "Maximum Amount".

HOURLY RATES

EXHIBIT __

NONDISCRIMINATION AND AFFIRMATIVE ACTION

Nondiscrimination and Affirmative Action

The Consultant agrees:

- 1. The Consultant shall not, in connection with the services under this Contract, discriminate by segregation or otherwise against any employee or respondent for employment on the basis of race, color, creed, national origin, age, sex or sexual preference and shall undertake affirmative action measures designed to guarantee and effectuate equal employment opportunity for all persons.
- 2. The Consultant shall provide information and reports requested by EDIC pertaining to its obligations hereunder, and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by EDIC to affect the Consultant's obligations.
- 3. The Consultant shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.
- 4. The Consultant's non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which EDIC may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.
- 5. The Consultant shall indemnify and save harmless EDIC from any claims and demands of third persons resulting from the Consultant's non-compliance with any provisions hereof.

Signed

By:	
	
Title:	
Date:	
Date.	

EXHIBIT ___

CERTIFICATE OF COMPLIANCE WITH LAWS

Certificate of Compliance with Laws

Massachusetts Employment Security Law

Pursuant to M.G.L. c. 151 A, §19A(b), the undersigned hereby certifies under the penalties of perjury the Consultant, with Department of Employment Training (DET) ID Number ______ has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

Compliance may be certified if the Consultant has entered into and is complying with a repayment agreement satisfactory to the Commissioner of DET, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to M.G.L. c. 151 A, §19A(c).

Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991.

- 1. _____ employs fewer than fifty (50) full-time employees; or
- 2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
- 3. ______ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Revenue Enforcement Protection Program

Pursuant to M.G.L. c. 62C, §49A, the undersigned hereby certifies that the Consultant's Social Security or Federal Identification No. is ______, and that to the best of his/her knowledge and belief, the Consultant has filed all state tax returns and paid all state taxes required by law.

Signed this _____ day of _____, 20____.

BY: _____

NON-COLLUSION AFFIDAVIT OF	
PRIME BIDDER	

Martin J. Walsh, Mayor

Timothy J. Burke, Chairman EDIC Board

Brian P. Golden, Director EDIC

State of)

)ss.

County of)

, BEING FIRST DUTY

SWORN DEPOSES AND SAYS THAT:

1.0 He/she is (owner, partner, officer, representative, or agent) of

_____, the Bidder that has submitted the

attached Bid:

2.0 He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3.0 Such Bid is genuine and is not a collusive or sham Bid;

4.0 Neither the said Bidder nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement, collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Boston Redevelopment Authority or any person interested in the proposed Contract; and

5.0 The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

	(Signed)_		
		Title	
Subscribed and sworn to before me this	day of	, 20	

_Title My commission expires:

CERTIFICATE OF TAX, EMPLOYMENT SECURITY, AND CHILD CARE COMPLIANCE

Martin J. Walsh, Mayor

Timothy J. Burke, Chairman EDIC Board

Brian P. Golden, Director EDIC

Pursuant to Massachusetts General Laws Chapter 62C, §49A and Chapter 151A, §19A(b) and Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, I:

(Name)

(Title)

(Name of Consultant)

whose principal place of business is located at: ______

, do hereby certify that:

- A. The above-named Consultant has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.
- B. The above-named Consultant has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.
- C. The undersigned hereby certifies that the Consultant (please check applicable item):

1. _____ employs fewer than fifty (50) full-time employees; or

2. ______ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or

3. ______ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Signed under the penalties of perjury this _____ day of _____, 20__.

Federal Identification Number

(Name)

By:					

Title: _____

Will you have a separate customer service center for the tech tool or will you be encouraging folks to use 311?

We expect to work with our tech partner, BPS, and our program team to identify the best way to provide customer service to participants. We are excited to learn about customer service solutions that leverage or enhance customer service tools already in use by the City.

Will you have a separate customer service center for the tech tool or will you be encouraging folks to use 311?

We expect to work with our tech partner, BPS, and our program team to identify the best way to provide customer service to participants. We are excited to learn about customer service solutions that leverage or enhance customer service tools already in use by the City.