			Page 1 of 1
	e Office of Techno Services and	ology	P.O. Date: 03/03/2021 15:23 PM Printed: 03/03/2021 20:23 PM
			Purchase Order Number
Relea	se Purchase Ord	er	PO-20-1080-OSD03- SRC01-16621:100
			Alternate ID PCR-21-00738
Vendor Number: 00037960 We Create Goodness, LLC dba Involution Studios 661 Massachusetts Ave. , Third Floor Arlington, MA 02476			Solicitation (Bid) No.:
ort Description: PCR-21-00738 GoInvo SOW	2 P	Alexandra Deych One Ashburton Pl Boston, MA 02108 US Email: alexandra. Phone: (617) 626	3 deych@mass.gov
	T		

Special Instructions

V Е

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Short D

Vendor must invoice against Alternate ID. Invoice details must match the quote details (at line item). Invoices must be emailed to ITDInvoices@mass.gov. Failure to comply may result in rejected invoices and payment delays.

S H P	Alexandra Deych One Ashburton Place, Room 804 Boston, MA 02108 US Email: alexandra.deych@mass.gov Phone: (617) 626-4400
T O	
В	Attention: EOTSS Accounts Payable One Ashburton Place Room 804
	Boston, MA 02108 US Email: itdinvoices@mass.gov Phone: (617) 626-5626

Item # 1

Class-Item 81-11-00

81-11-00-00-0000

See SOW 2 attached - All the terms and conditions of the Statewide Contract ITS74ProjServ are incorporated herein and made a part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form shall be superseded and void.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Total Cost
1.00	\$ 273,600.00	EA	0.00 %	\$ 0.00	\$ 273,600.00

TOTAL: \$273,600.00

PURCHASED

By: Nelson Wong Phone#: (617) 626-4553

Email: nelson.wong@state.ma.us

BUYER

STATEMENT OF WORK 2 BETWEEN THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF TECHNOLOGY SERVICES AND SECURITY AND WE CREATE GOODNESS,LLC D/B/A INVOLUTION STUDIOS FOR SERVICES UNDER THE DIGITAL PRODUCT DEVELOPMENT, DATA ANALYTICS, AND OPERATIONAL SUPPORT MASTER SERVICE AGREEMENT

This Statement of Work is governed by and subject to the Master Service Agreement for Digital Product Development, Data Analytics, and Operational Support signed July 29, 2020 (the "MSA") between the Executive Office of Technology Services and Security ("EOTSS") and WE CREATE GOODNESS,LLC D/B/A INVOLUTION STUDIOS ("Contractor") entered into under RFQ 20-00780 and RFR ITS74. This Statement of Work ("SOW") constitutes a part of the Agreement as defined in the MSA. Capitalized terms used but not defined herein are defined in the SOW or in the Agreement.

1. Effective Date and Term

This SOW is effective on the date that it is executed by both parties (the "SOW Effective Date") and expires on June 30, 2021 (the "SOW Termination Date").

2. Project Background and Overview

The services provided under this SOW are in category (5) Design, Research, and Content Strategy described in the MSA.

Golnvo will assist the Mass Digital team in assessing and improving the UX and service design of the Commonwealth of Massachusetts COVID-19 vaccine finder and registration process, in order to quickly upgrade the user experience of the public in signing up for appointments.

While the engagement will focus primarily upon the online elements — starting with the Web sites involved in the vaccination process (including mass.gov and vaxfinder.mass.gov) — the team may consider offline elements (phone calls, etc.) of the experience as well.

3. Time and Materials Services

This Section describes the general Tasks and Deliverables to be completed by the Contractor. A Task or Deliverable will be considered "complete" when all the acceptance criteria set forth in this SOW have been met. All written work product shall be delivered in a format specified by EOTSS. All meetings shall be held on-premises at the address of EOTSS, unless agreed to otherwise by the Project Managers.

Task/Deliverable Name	Metrics of Acceptance	Estimated Completion Date
Project Preparation	Specific tickets approved in	As defined by specific tickets
	Jira by Technical PM	approved in Jira by Technical PM
UX Design Research	Specific tickets approved in	As defined by specific tickets
	Jira by Technical PM	approved in Jira by Technical PM
Quick Recommendations for	Specific tickets approved in	As defined by specific tickets
Design Improvements	Jira by Technical PM	approved in Jira by Technical PM
Journey Map	Specific tickets approved in	As defined by specific tickets
	Jira by Technical PM	approved in Jira by Technical PM
Design Review and UX Backlog	Specific tickets approved in	As defined by specific tickets
	Jira by Technical PM	approved in Jira by Technical PM

TABLE 1: TASKS/DELIVERABLES

Pixel Mockups	Specific tickets approved in Jira by Technical PM	As defined by specific tickets approved in Jira by Technical PM
User Testing and Design Iteration	Specific tickets approved in Jira by Technical PM	As defined by specific tickets approved in Jira by Technical PM
Style Guide	Specific tickets approved in Jira by Technical PM	As defined by specific tickets approved in Jira by Technical PM

For the Time and Materials Services, Contractor shall complete the work described in Table 1 or in the relevant Task Order, and as assigned by the appropriate Technical PM. Named resources will submit time on a weekly basis to the Technical PM detailing the hours worked by each Named Resource. The weekly time reporting must show actual resource hours worked against assigned Tasks and/or Deliverables and a description of completed Tasks or progress toward completion. The EOTSS PM may request time logs from Contractor as needed in addition to or in support of any time submitted. Contractor will also report weekly to the appropriate Technical PM its expected work effort for the forthcoming week, showing each Named Resource's expected level of effort. Prior review and authorization of each report by the appropriate Technical PM is required to authorize any work by the Named Resource.

4 KEY PERSONNEL

4.1 EOTSS Project Manager

Noah Philipson (noah.philipson@mass.gov) will serve as the EOTSS Project Manager ("PM") and will: (i) work closely with the Technical PM(s) and Contractor PM to ensure successful completion of the project; and (ii) review weekly time submission; and (iii) schedule meetings with Contractor, as necessary.

Bryan Hirsch (bryan.hirsch@mass.gov) will serve as the EOTSS Technical Project Manager ("Technical PM") for Mass Vax Finder and will: (i) work closely with the EOTSS PM and Contractor PM to ensure successful completion of the project; (ii) consult with Contractor PM to develop a work plan with priorities and deliverables; (iii) serve as a technical resource for Contractor PM and Contractor personnel;(iv) coordinate participation from other agencies and/or vendors as required during the engagement; (v) acquire EOTSS project team members as needed; (vi) coordinate EOTSS' review of the Tasks and accept or reject submitted work; and (vii) share quarterly status updates.

4.2 Contractor Project Manager

Eric Benoit, <u>eric@goinvo.com</u>, 617-803-7043, will serve as the Contractor Project Manager (the "Contractor PM") and will (i) be responsible for administering this SOW and the managing of the day-to-day operations under this SOW, (ii) serve as an interface between the EOTSS PM, the Technical PMs, and all Contractor personnel participating in this engagement; (iii) develop and maintain a work plan in consultation with the appropriate Technical PM; (iv) facilitate regular communication with the EOTSS PM, including weekly status reports/updates, and review the project performance against the project plan and facilitate weekly project status meetings for the duration of the engagement; (v) update the work plan on a weekly basis and distribute it at weekly meetings for the duration of the engagement; (vi) sign acceptance forms to acknowledge receipt; and (vii) be responsible for the management and deployment of Contractor personnel.

The EOTSS PM and Contractor PM bear the primary responsibility for issue resolution. If an issue cannot be resolved by the PMs, the EOTSS PM shall escalate to Bryan Hirsch and the Contractor PM shall escalate to Jonathan Follett. The PMs shall be responsible for coordinating a meeting with EOTSS and Contractor leadership to review and resolve any issues.

4.3 Contractor Personnel

Contractor shall assign each of the following Named Resources to this SOW in accordance with Table 2. If a change to the assigned personnel is necessary, the Contractor PM will provide a written change request at least two weeks prior to the change to the EOTSS PM. The EOTSS PM may reject or accept such change. The EOTSS PM may terminate use of any Named Resource by providing five (5) days written notice to the Contractor PM. If termination is for cause, or for a violation of a term of this Agreement, EOTSS may terminate use of the Named Resource effective immediately by providing written notice to the Contractor PM.

Contractor shall take full responsibility for project management and shall obtain EOTSS' written pre-approval for the use of any subcontractor(s). Contractor shall ensure any subcontractor(s) providing work under this SOW comply with all terms of the Agreement and Contractor shall be responsible for the performance, acts, and omissions, of each such subcontractor.

Named Resource	Role / Title	Hourly Rate	Estimated Number o Hours	Estimated Cost
Katie McCurdy	UX / Visual Designer	\$190	700	\$133,000
Eric Benoit	UX / Visual Designer	\$190	700	\$133,000
Juhan Sonin	UX / Visual Designer	\$190	40	\$7,600
TOTAL ESTIMATED CO	DST			\$273,600
TOTAL NOT TO EXCEED AMOUNT				\$273,600

TABLE 2: TIME AND MATERIALS RATES

5. ACCEPTANCE OR REJECTION PROCESS

Named Resources will submit weekly time to the appropriate Technical PM(s). EOTSS will review weekly submissions and approve work based on satisfactory performance by each Named Resource and satisfactory completion of Tasks listed in Table 1 or in the relevant Task Order.

Within five (5) business days of each weekly report, the Technical PM will notify the Contractor PM or Named Resource, in writing, of acceptance or rejection. A rejection will include a written description of any relevant defects or issues. If the appropriate Technical PM does not respond with acceptance or rejection within five (5) business days of receipt, the Contractor PM shall provide a reminder notice to the EOTSS PM. Upon receipt of rejection, Contractor will act diligently to correct the specified defects or issues.

6. PAYMENT TERMS

Contractor shall provide a monthly invoice to the EOTSS PM for the actual hours worked per week of the Named Resource(s) identified in Table 2 or in the relevant Task Order. Each invoice must include resource names, dates of service, the hours worked and approved for each date of service, and a short description of the work. The EOTSS PM and Technical PMs will review and approve these invoices based on satisfactory work performance by each Named Resource, satisfactory completion of Tasks listed in Table 1 or in the relevant Task Order, and fulfillment of Metrics of Acceptance in this Agreement. Approved invoices will be payable by EOTSS in accordance with the Commonwealth's bill-paying policies.

Unless otherwise agreed to by the parties in the form of an executed written amendment or Task Order hereto, the total amount payable to Contractor by EOTSS shall not exceed **\$273,600**.

7. AMENDMENTS TO THE SOW

The SOW may be amended prior to the end of the Term. The PM who would like to request a change will provide the suggested amendment in writing to the other party's PM. The PMs will jointly determine whether the change impacts any terms contained within the Agreement. The parties may mutually agree to the change through a written signed amendment to the SOW.

8. ADDITIONAL CONTRACTOR REQUIREMENTS

Reserved.

9. AUTHORITY TO EXECUTE

The undersigned hereby represent that they are duly authorized to execute this Statement of Work on behalf of their respective organizations. The signer on behalf of Contractor further represents that he/she is listed as an Authorized Signatory under the applicable Statewide Contract or RFR. This Statement of Work may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Executive Office of Technology Services and Security

WE CREATE GOODNESS,LLC D/B/A INVOLUTION STUDIOS

Signatur	CUTTIS M. WOOD Curtis M. Wood (Mar 3, 2021 14:58 EST)	
Name: _	Curtis Wood	
Title:	EOTSS Secretary	
Date:	Mar 3, 2021	

	E.
Signature:	June

Name: Juhan Sonin

Title: Director

Date: March 3, 2021

PCR-21-00738-GoInvo SOW_2

Final Audit Report

2021-03-03

Created:	2021-03-03
By:	Nelson Wong (nelson.wong@mass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6dA0WRD0ZkYpCXnAl4jkvoWEELDopBKY

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- Document created by Nelson Wong (nelson.wong@mass.gov) 2021-03-03 - 7:52:18 PM GMT- IP address: 73.186.151.161
- S Document emailed to Curtis M. Wood (curtis.wood@mass.gov) for signature 2021-03-03 - 7:53:19 PM GMT
- Email viewed by Curtis M. Wood (curtis.wood@mass.gov) 2021-03-03 - 7:56:54 PM GMT- IP address: 174.242.129.63
- Document e-signed by Curtis M. Wood (curtis.wood@mass.gov) Signature Date: 2021-03-03 - 7:58:27 PM GMT - Time Source: server- IP address: 174.242.129.63

Agreement completed. 2021-03-03 - 7:58:27 PM GMT

