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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

M56169-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

DMT Solutions Global Corporation dba BlueCrest

2. The term of this Agreement is:

START DATE

May 1, 2020

THROUGH END DATE

December 31, 2020

3. The maximum amount of this Agreement is:

Six Hundred Thousand Dollars and Zero Cents (\$600,000.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Attachment A-1	Specifications	5
Attachment A-2	Equipment Listing	6
+ - Attachment A-3	State of California Holiday Schedule	1
+ - Exhibit B	Budget Detail and Payment Provisions	2
+ - Exhibit C*	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Protection of Confidentiality	3
+ - Exhibit E	EDD Safeguarding Contract Language Administrative Requirements	2
+ - Exhibit F	EDD Safeguarding Contract Language for Technology Services	3
+ - Exhibit G	Special Terms and Conditions	5

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

DMT Solutions Global Corporation dba BlueCrest

CONTRACTOR BUSINESS ADDRESS

[Redacted]

CITY

[Redacted]

STATE

[Redacted]

ZIP

PRINTED NAME OF PERSON SIGNING

[Redacted]

TITLE

Senior Vice President, Global Services

CONTRACTOR AUTHORIZED SIGNATURE

[Redacted]

DATE SIGNED

July 22, 2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER <b>M56169-7100</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME  
 Employment Development Department

CONTRACTING AGENCY ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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PRINTED NAME OF PERSON SIGNING [REDACTED]	TITLE Chief, Office of Procurement, Contracting & Admin.
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CONTRACTING AGENCY AUTHORIZED SIGNATURE [REDACTED]	DATE SIGNED <b>07/30/2020</b>
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Governor's State of Emergency Proclamation, effective March 4, 2020 (GC Sections 8625-8629)
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**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and DMT Solutions Global Corporation dba BlueCrest, hereinafter referred to as the Contractor, for the purpose of on-site technical assistance, repair and maintenance of mail insertion equipment. The need to work after hours, holiday and weekend shifts was unanticipated. This is due to the increased work load resulting from COVID-19 related benefit claims.
2. The project representatives during the term of this Agreement will be:

**State Agency**

Employment Development Department

Attn: [REDACTED]  
[REDACTED]  
Phone: [REDACTED]

**Contractor:**

DMT Solutions Global Corporation dba  
BlueCrest

Attn: [REDACTED]  
[REDACTED]  
Phone: [REDACTED]

3. The services shall be provided in accordance with Attachment A-1, Specifications, Attachment A-2, Equipment List, and Attachment A-3, State of California Holiday Schedule.

**ATTACHMENT A-1  
(Standard Agreement)**

**SPECIFICATIONS**

I. Definition of Terms

- A. DOWNTIME - That period of time during which a machine is inoperative or not in good working order. Measurement of downtime begins at the recorded time when EDD notifies the Contractor that a machine is inoperative or not in good working order and shall end at the recorded time when such machine is functioning in accordance with the specifications, excluding any time which is not within the period defined as Working Hours.
- B. EQUIPMENT - An all-inclusive term which refers either to individual machines or components listed in Attachment A-2.
- C. EQUIPMENT FAILURE - A malfunction in the equipment, excluding all external factors, which prevents the accomplishment of a job.
- D. MACHINE - A collection or aggregation of equipment and software that is designed to operate as a functional entity under the control of a single control device.
- E. OVERHAUL - General reconditioning of the mechanical and/or electrical portions of the equipment and/or associated software system upgrades.
- F. PREVENTIVE MAINTENANCE - That maintenance performed by the Contractor on a scheduled basis which is designed to keep the equipment in proper operating condition.
- G. REMEDIAL SERVICE - That maintenance performed by the Contractor which results from equipment failure, which is performed as required, i.e. on an unscheduled basis.
- H. RESIDENT SERVICE - Service Technician (s) onsite during working hours, and as necessary to maintain equipment **in proper operating condition**. Onsite supervisory oversight provided during normal business hours.
- I. SPECIFICATIONS - Means (1) Contractor's published specifications, (2) the machine manufacturer's specifications and (3) any other specifications for the machines and services which are attached to or referenced in, and made a part of, this contract.

**ATTACHMENT A-1  
(Standard Agreement)**

J. AFTER-HOURS – Work shifts occurring outside of ODPD's normal operational hours:

- Saturday 6:01 p.m. to Monday 7:00 a.m.
- State Holidays (see Attachment A-3)

II. Maintenance Service and Parts

Contractor shall provide after-hours onsite coverage of remedial and preventive maintenance for all of the equipment listed on Attachment A-2.

A. The Contractor shall provide fully trained and qualified technicians for the specific equipment and systems listed in Attachment A-2. At EDD's request, Contractor will provide written documentation of technical training/experience for all technicians. In addition, at EDD's request, technicians shall demonstrate their ability to service and maintain equipment and systems. Changes in Contractor's technicians during the term of the Agreement are subject to the same requirements prior to their being admitted to the work site. Service technicians shall be resident at the work site, [REDACTED], to ensure service coverage after-hours.

The onsite service technician(s) shall be available to promptly perform adjustments or repair a malfunctioning machine, upon notification of such malfunction by EDD's designated person(s). Contractor shall provide resident supervisory oversight of service technicians.

All repairs and adjustments must be made to comply with OEM specifications.

All repairs performed by Contractor must adhere to manufacturers' safety requirements. Contractor may not remove or bypass any safety devices in order to facilitate repair and operation of equipment.

For planned absences of service technicians, substitute service technicians of equal skill level shall be provided by the Contractor to cover such absences fully from the first hour without any break in service.

In the event of unplanned absences, the contractor shall provide a replacement of equal skill level within two (2) hours of the start of the absent technician's shift.

The vendor shall respond to all service calls within two hours of the request for remedial maintenance or emergency services.

C. Replacement parts will be furnished by the Contractor. All parts shall meet or exceed specifications of the original manufacturer and will be new or equivalent to new in performance when used in these machines. Labor necessary to make such replacement of parts, technical adjustments, cleaning and lubricating will be done at no additional cost to EDD. Replaced parts become the property of the Contractor. At the end of the contract period EDD may, at its option, require that any parts installed by

**ATTACHMENT A-1  
(Standard Agreement)**

the Contractor which were not manufactured by the original manufacturer be removed and replaced with OEM produced parts.

All software updates, based on the manufacturers Technical Service Bulletin, for equipment released by the equipment manufacturer shall be furnished by the Contractor: All software updates must be acquired from the original manufacturer of the equipment and installed at no additional cost to EDD. Contractor must maintain latest level of software releases on all equipment.

All Programmable Read Only Memory (PROM) chips or digital meter software downloads will be furnished and installed by Contractor whenever applicable rate changes occur. PROM chips and software downloads will be available 24 hours prior to effective date of rate change. All PROM chips and software downloads must be acquired from the OEM and installed at no additional cost to EDD.

Items not covered include:

- ink, cleaning solutions, sealing solutions, paper, label stock, meter advertisements, or other expendable items of supply
- labor, parts and expense necessary to repair damages caused by accident, fire, and water
- labor, parts, and expense necessary to move equipment

Machines will be routinely inspected by EDD management and/or supervisors for compliance with repair specifications as set forth in this Agreement. Any repairs that are found not meeting these specifications will be brought to the attention of the Contractor for resolution.

- D. If the same, or closely related, problem occurs on the same piece of equipment three times within a month or less, the service technician shall bring the problem to the attention of the Contractor and the Contractor shall provide technical expertise of a higher level to resolve the problem in such a manner as to reduce or eliminate reoccurrence of the problem.

The Contractor shall provide backup technical assistance functions seven days a week, 24 hours a day, to provide support after any incidence of downtime exceeds two (2) hours. If any incidence of downtime exceeds two (2) hours the Contractor's escalation process will be followed as outlined in Attachment A-2.

- E. Contractor shall provide a workbench and such tools, diagnostic equipment and other equipment deemed necessary to enable the service technicians to repair the equipment as quickly as possible.
- F. Contractor shall provide the service technicians with the means of communicating long distance while at the Facility.

**ATTACHMENT A-1  
(Standard Agreement)**

III. Warranties

A. The Contractor warrants that:

1. Services shall be performed promptly, with diligence, in a competent and professional manner in accordance with the description of such services in the Agreement and to EDD's satisfaction.

B. If EDD believes that there is a breach of any warranty, EDD will notify the Contractor, setting forth the nature of such claimed breach. The Contractor shall promptly investigate such claimed breach and shall either:

1. Provide information satisfactory to EDD that no breach of warranty occurred, or at no additional charge; and
2. At no additional charge, promptly take such action as may be required to correct such breach. If such breach of warranty is based on any obligation concerning other than Downtime, and has not been corrected within a reasonable time (not to exceed fifteen (15) days from EDD's notice to the Contractor of the breach) of if two (2) or more such breaches of warranty occur within any thirty (30) day period, EDD may cancel the contract. Any breach of warranty respecting Downtime shall be governed by the section entitled "Downtime".

C. EDD and the Contractor shall monitor and discuss performance issues during regularly scheduled maintenance discussions. Breaches will require the Contractor to provide a remediation plan in writing that is to be approved by EDD as an acceptable course of action prior to implementation.

V. Equipment Changes

Equipment may be removed or added to the Agreement at any time by giving the Contractor 30 day's written notice. The parties agree that if equipment is removed or added from this agreement the contract price can be adjusted to reflect the reduced or increased cost of maintenance for the remaining equipment.

VI. Responsibilities of EDD

EDD shall provide a workspace, a desk and chairs, and a telephone (local calls only) for the use of the Service Technicians. EDD shall provide adequate storage space for spare parts. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.

VII. Responsibilities of Contractor

Contractor will provide Material and Safety Data Sheets for any product, such as but not limited to cleaners, solvents, and lubricants that the Contractor furnishes and uses on the work-site to maintain and service equipment.

**ATTACHMENT A-1  
(Standard Agreement)**

Contractor may provide services to overhaul or upgrade the IDPS in accordance with EDD's written request. Each request for service will be evaluated by the Contractor, who will provide EDD with a project scope and cost estimate for cost of overhaul or upgrade, in writing.

Contractor agrees to invoice EDD, in accordance with Exhibit B, separately for preventative maintenance and remedial services; emergency services; and overhaul/upgrade services.

VIII. Payment

EDD agrees to pay Contractor and/or its subsidiaries at an agreed upon price for overhauling equipment or upgrading software and/or hardware of the IDPS.



**ATTACHMENT A-2  
(Standard Agreement)**

**EQUIPMENT LISTING**

<b>M#</b>	<b>PCN / MODEL</b>	<b>Installed</b>	<b>S/N</b>	<b>Description</b>
<b>MSE01</b>	ZX0B	10/1/2016	167284	FPS 6 STA
	ZXB2	10/1/2016	167284	BUFFER/ TNT
	Y254A	10/1/2016	1012	SHEET FEEDER
	Y470	10/1/2016	1918	ACCUMULATOR
	ZX05	10/1/2016	561	SERVO FRONT TABLE
	R760	10/1/2016	1620871	DM INFINITY
	Y320	10/1/2016	1500017	VACUUM BASE
	Y491	10/1/2016	9116004	ON EDGE STACKER
	RD35	10/1/2016	3550222	COMPUTER
	1E30	10/1/2016	2736	LASER PRINTER
<b>MSE02</b>	ZX0B	10/1/2016	167283	FPS 6 STA
	ZXB2	10/1/2016	167283	BUFFER/ TNT
	Y254A	10/1/2016	1010	SHEET FEEDER
	Y470	10/1/2016	1914	ACCUMULATOR
	ZX05	10/1/2016	559	SERVO FRONT TABLE
	1E30	10/1/2016	2735	LASER PRINTER
	R760	10/1/2016	1620911	DM INFINITY
	Y320	10/1/2016	1500018	VACUUM TABLE
	Y491	10/1/2016	9116005	ON EDGE STACKER
	RD35	10/1/2016	3550211	COMPUTER

**ATTACHMENT A-2  
(Standard Agreement)**

**EQUIPMENT LISTING**

<b>M#</b>	<b>PCN / MODEL</b>	<b>Installed</b>	<b>S/N</b>	<b>Description</b>
<b>MSE03</b>	ZX0B	10/1/2016	167282	FPS 6 STA
	RD35	10/1/2016	3550194	COMPUTER
	ZXB2	10/1/2016	167282	BUFFER/ TNT
	ZX05	10/1/2016	556	SERVO FRONT TABLE
	R760	10/1/2016	1619831	DM INFINITY
	Y491	10/1/2016	9116003	ON EDGE STACKER
	Y320	10/1/2016	1500016	VACUUM BASE
	Y470	10/1/2016	1913	HIGH SPEED ACCUMULATOR
	Y254A	10/1/2016	1009	SHEET FEEDER
	1E30	10/1/2016	2728	LASER PRINTER
<b>FPS04</b>	ZX0B	11/30/2010	106462	FPS CHASSIS
	ZXB2	11/30/2010	106462	3 STAGE BUFFER W/TNT
	ZX1C	11/30/2010	106462	AIR COMPRESSOR
	ZX00	11/30/2010	455	FRONT TABLE/ENVELOPER
	Y491	11/30/2010	1101854	ON EDGE STACKER
	Y327	11/30/2010	1032	MCS PRINTER
	Y320	11/30/2010	801109	UNIV VACUUM BASE
	Y250	11/30/2010	1982	API-HSSF ALPHA III SHEET FEEDER
	Y208	11/30/2010	2440	AF ROLL FOLDER - ALPHA 111
	RD3K	11/30/2010	1667504	COMPUTER
	R760	11/30/2010	1059971	INFINITY METER BASE
	FL8D	11/30/2010	510004	10 X 13 TURNOVER
	1E30	11/30/2010	2735	LASER PRINTER

**ATTACHMENT A-2  
 (Standard Agreement)**

**EQUIPMENT LISTING**

<b>M#</b>	<b>PCN / MODEL</b>	<b>Installed</b>	<b>S/N</b>	<b>Description</b>
<b>MPS05</b>	Y506	10/1/2016	1632281	6STA APS
	RD34	10/1/2016	2770648	COMPUTER
	Y574	10/1/2016	2448	TNT MODULE
	Y254A	10/1/2016	1006	SHEET FEEDER
	R760	10/1/2016	1640049	DM INFINITY
	Y470	10/1/2016	1910	HIGH SPEED ACCUMULATOR
	Y490	10/1/2016	9016028	ON EDGE STACKER
	Y561	10/1/2016	1632007	26K ENGINE/SEALER/TAKEAWAY MOD
	1E30	10/1/2016	2859	LASER PRINTER
<b>MPS06</b>	Y506	10/1/2016	1632283	6STA APS
	RD34	10/1/2016	2770670	COMPUTER
	Y574	10/1/2016	2473	TNT MODULE
	Y254A	10/1/2016	1005	SHEET FEEDER
	R760	10/1/2016	1610811	DM INFINITY
	Y470	10/1/2016	1916	HIGH SPEED ACCUMULATOR
	Y490	10/1/2016	9016032	ON EDGE STACKER
	Y561	10/1/2016	1632011	26K ENGINE/SEALER/TAKEAWAY MOD
	1E30	10/1/2016	2729	LASER PRINTER

**ATTACHMENT A-2  
 (Standard Agreement)**

**EQUIPMENT LISTING**

<b>M#</b>	<b>PCN / MODEL</b>	<b>Installed</b>	<b>S/N</b>	<b>Description</b>
<b>MSE07</b>	ZX0B	10/1/2016	167281	FPS 6STA
	RD35	10/1/2016	3550225	COMPUTER
	ZXB2	10/1/2016	167281	BUFFER TNT
	Y491	10/1/2016	9116002	ON EDGE STACKER
	Y254A	10/1/2016	1007	SHEET FEEDER
	Y470	10/1/2016	1912	ACCUMULATOR
	ZX05	10/1/2016	555	SERVO FRONT TABLE
	R760	10/1/2016	1640048	DM INFINITY
	Y320	10/1/2016	1500015	UNIV. VACUUM BASE
	1E30	10/1/2016	2734	LASER PRINTER
<b>FPS08</b>	ZX0B	11/30/2010	106463	FPS CHASSIS
	ZXB2	11/30/2010	106463	3 STAGE BUFFER W/TNT
	ZX1C	11/30/2010	106463	AIR COMPRESSOR
	ZX00	11/30/2010	465	FRONT TABLE/ENVELOPER
	Y491	11/30/2010	1101852	ON EDGE STACKER
	Y327	11/30/2010	1033	MCS PRINTER
	Y320	11/30/2010	801110	UNIV VACUUM BASE
	Y250	11/30/2010	1991	API-HSSF ALPHA III SHEET FEEDER
	Y208	11/30/2010	2432	AF ROLL FOLDER - ALPHA 111
	RD3K	11/30/2010	1670545	COMPUTER
	R760	11/30/2010	1059951	INFINITY METER BASE
	FL8D	11/30/2010	510007	10 X 13 TURNOVER
	1E20	11/30/2010	8659	LASER PRINTER

**ATTACHMENT A-2  
 (Standard Agreement)**

**EQUIPMENT LISTING**

<b>M#</b>	<b>PCN / MODEL</b>	<b>Installed</b>	<b>S/N</b>	<b>Description</b>
<b>DC09</b>	R406	4/11/1996	0546	8 SERIES INSERTER (CHASSIS)
	R232	4/11/1996	N/A	HAF - (HICAP/ACCUM/FOLDER INPUT)
	R250	4/11/1996	N/A	ELEVATOR KIT FOR HAFT/BAFT
	Y314	4/11/1996	N/A	VERTICAL STACKER/DIVERT BIN
	Y314	4/11/1996	N/A	VERTICAL STACKER/DIVERT BIN
	Y315	6/3/2005	N/A	VERTICAL STACKER/DIVERT BIN
	R103	6/3/2005	N/A	LEFT TAKE AWAY / NEW STYLE
	Y232	6/3/2005	N/A	HAF - (HICAP/ACCUM/FOLDER INPUT)
	1E31	6/3/2005	2303	LASER PRINTER
	Y490	6/3/2005	2041031	KFW STACKER
	RD3C	8/29/1996	401271	INSERTER SYSTEM COMPUTER
	R790	6/3/2005	0430-132	INSERTER REMOTE CONTROL
	RD88	6/3/2005	N/A	ADVANCED DC (SYSTEM SOFTWARE)
	R752		1035401	INFINITY METER BASE
	<b>DC10</b>	R408	12/31/1997	1573
Y301		8/29/1996	1150	IST (INTELLIGENT STACKER TRAYER)
R101		12/31/1997	N/A	LEFT TAKEAWAY (FROM ENVELOPE FEEDER)
R192		12/31/1997	N/A	SHORT SHINGLE KIT (LEFT TAKEAWAY)
R232		12/31/1997	N/A	HAF - (HICAP/ACCUM/FOLDER INPUT)
Y315		4/11/1996	N/A	VERTICAL STACKER/DIVERT BIN
Y314		4/11/1996	N/A	VERTICAL STACKER/DIVERT BIN
Y314		4/11/1996	N/A	VERTICAL STACKER/DIVERT BIN
Y314		4/11/1996	N/A	VERTICAL STACKER/DIVERT BIN
1E20		6/25/2002	7327	LASER PRINTER
RD3C		4/11/1996	101375	INSERTER SYSTEM COMPUTER
R790		4/11/1996	0140-171	INSERTER REMOTE CONTROL
RD88		7/3/2002	N/A	ADVANCED DC (SYSTEM SOFTWARE)
R752			1035441	INFINITY METER BASE
				<b>Total</b>
<b>MailStream Monitor</b>				
MSM01	RD00588 RE	11/1/15	003-3460061	MailStream Monitor

**ATTACHMENT A-2  
(Standard Agreement)**

**EQUIPMENT LISTING**

<b>M#</b>	<b>PCN / MODEL</b>	<b>Installed</b>	<b>S/N</b>	<b>Description</b>
MSM03	RD00558 RE	5/17/17	003-3460250	MailStream Monitor
MSM05	RD00558 RE	5/17/17	003-3460271	MailStream Monitor
MSM06	RD00558 RE	11/1/15	003-3460049	MailStream Monitor
<b>Administrative/Postage/Technical</b>				
	RDG2		1301002	DF Works Server
	RD3N		1501005	DC Server
	RDW7		1680415	INSITE WORKSTATION
	RDW7		1680435	INSITE WORKSTATION

**ATTACHMENT A-3  
(Standard Agreement)**

**STATE OF CALIFORNIA HOLIDAY SCHEDULE**

<b>DATE</b>	<b>HOLIDAY</b>
January 1 <sup>st</sup>	New Year's Day*
3 <sup>rd</sup> Monday in January	Martin Luther King, Jr. Day
3 <sup>rd</sup> Monday in February	President's Day
March 31 <sup>st</sup>	Cesar Chavez Day*
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day*
1 <sup>st</sup> Monday in September	Labor Day
November 11 <sup>th</sup>	Veteran's Day**
4 <sup>th</sup> Thursday; adjacent Friday in November	Thanksgiving
December 25 <sup>th</sup>	Christmas Day

\* If any of these holidays occur on a Saturday, the holiday is not observed via the closing of state offices during the week. If any of these holidays occurs on a Sunday, the holiday is observed on the next day (Monday).

\*\* If Veterans Day occurs on a Saturday, the holiday is observed on the proceeding Friday. This is the only exception to the Saturday Holiday rule above. If this holiday occurs on a Sunday, the holiday is observed on the next day (Monday).

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

A. In consideration of services performed, EDD shall reimburse Contractor for services provided in Exhibit A, Scope of Work, and Attachment A-1, Specifications. Payment amount may reflect subsequent adjustments for equipment removal. The total amount of this Agreement shall not exceed **Six Hundred Thousand Dollars and Zero Cents (\$600,000.00)**.

B. The invoices must reference the following:

- The EDD Contract Number **M56169-7100**
- Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
- Accurate billing address as stated on the purchase order or contract
- Supplier invoice date
- Company name and remittance address

The invoice, in triplicate, in arrears shall be forwarded to the address shown below:

Employment Development Department



**2. Hours of Operation**

Hourly rates by weekend day and shift:

**Saturday**

Second Shift: (6:01 p.m. - 11:30 p.m.)	\$315 per hour
Third Shift: (11:30 p.m. - 7:30 a.m.)	\$315 per hour

**Sunday**

First Shift: (7 a.m. - 3:30 p.m.)	\$420 per hour
Second Shift: (3:30 p.m. - 11:30 p.m.)	\$420 per hour
Third Shift: (11:30 p.m. - 7:30 a.m.)	\$420 per hour

**Holiday**

First Shift: (7 a.m. - 3:30 p.m.)	\$630 per hour
Second Shift: (3:30 p.m. - 11:30 p.m.)	\$630 per hour
Third Shift: (11:30 p.m. - 7:30 a.m.)	\$630 per hour



**EXHIBIT B  
(Standard Agreement)**

**3. Budget Contingency Clause**

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

**4. California Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

**Exhibit D  
(Standard Agreement)**

**PROTECTION OF CONFIDENTIALITY**

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Contract as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The Contractor must therefore, agree to the following security and confidentiality requirements:

**ADMINISTRATIVE SAFEGUARDS**

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Contract that meet the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Contract without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Contract the Contractor will comply with all applicable statutes, rules and/or regulations, and Contract information security requirements, including but not limited to the following:
  - California Unemployment Insurance Code §1094 (Disclosure Prohibitions)
  - Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
  - California Civil Code §1798, et seq. (Information Practices Act)
  - California Penal Code §502 (Computer Fraud Act)
  - Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
  - Title 42, U.S. Code §503 (Social Security Act)
  - Title 18, U.S. Code §1905 (Disclosure of Confidential Information)
- d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Contract information security requirements.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Contract only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Contract.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Contract. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information

authorized by this Contract.

- g. Notify the EDD Information Security Office (ISO) at [REDACTED], immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and the caller shall speak directly with a person in the EDD ISO. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identifying responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to [REDACTED]

#### MANAGEMENT SAFEGUARDS

- Confidential nature of the EDD information.
  - Requirements of this Contract.
  - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- a. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Statement.
- b. Return the following completed documents to the EDD Contract Services Group:
- The EDD Indemnity Agreement is required to be completed by the Contractor, Chief Financial Officer, or authorized Management Representative, unless Contractor is a State Agency.
  - The EDD Statement of Responsibility Information Security Certification is required to be completed by the Information Security Officer or authorized Management Representative.
- c. Permit the EDD to make on-site inspections to ensure that the terms of this Contract are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Statement completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Contract.
- d. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a) (5)(B).

#### USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Contract. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in

this Contract is strictly prohibited. The information obtained under this Contract shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Contract.

- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Contract is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Contract except as authorized or required by law.

#### PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Contract. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Contract.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Contractor shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
- g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the Contractor, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

**Exhibit E**  
**(Standard Agreement)**

**SAFEGUARDING CONTRACT LANGUAGE**  
**ADMINISTRATIVE REQUIREMENTS**

The following administrative requirements must be completed before services are performed in accordance with the Contract. The Contractor is responsible for any costs or expenses related to time for completing these items. The Employment Development Department (EDD) may terminate the Contract and be relieved of any payments should the Contractor fail to perform the requirements of the Background Investigation at the time and in the manner described below:

a. Background Investigation

Pursuant to Government Code section 1044, the EDD shall conduct a background investigation of the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors who will have access to Federal Tax Information (FTI) as part of their duties under this Agreement; and reserves the right to disapprove any individual from performing services under the scope of this Agreement. The Background Investigation will include fingerprinting and an inquiry to the California Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI) to disclose Criminal Offender Record Information (CORI). Investigations are conducted to ascertain whether a Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors have any state or federal convictions, or are currently released from custody on bail or on their own recognizance pending trial.

Each Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors who are to perform services under this Agreement must voluntarily consent to a Background Investigation. Fingerprint rolling fees and Background Investigation costs will be borne by the EDD if the preferred fingerprint rolling vendor is utilized. If the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors choose to go to a non-preferred Live Scan fingerprint vendor, the costs will be borne by the Contractor, payable at the time of fingerprinting and will not be reimbursed by the EDD. Previous clearances and/or investigations conducted by other agencies will not be accepted as an alternative to the EDD's Background Investigation.

Once this Contract is awarded, it is the responsibility of the Contractor to provide a list of names of individuals who will be working on site at an EDD location or working remotely with access to EDD information (data) and/or information assets (servers, workstations, routers, switches, printers, etc.) to the Contract Monitor. The Contractor will be provided BCIA 8016 forms for its employees, contractors, agents, volunteers, vendors, or subcontractors to utilize for their fingerprint rolling at an EDD preferred fingerprint rolling vendor. The EDD will receive the CORI reports from DOJ and evaluate the information provided against the EDD's established criteria. The Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors must successfully pass a background investigation pursuant to the EDD's criteria prior to the EDD issuing a badge or access to the EDD's data

Within 5 business days, the Contractor shall notify the EDD Contract Monitor when its employee, contractor, agent, volunteer, vendor, or subcontractor, working under this Agreement is terminated, not hired, or reassigned to other work. Within 5 business days, the Contractor shall notify the EDD Contract Monitor when its new employee, contractor, agent,

volunteer, vendor, or subcontractor is assigned to work under this Agreement in order for the EDD to commence conducting a background investigation of its new employee, contractor, agent, volunteer, vendor, or subcontractor.

b. Annual Information Security Awareness and Privacy Training

California state policy requires that the EDD must provide for the proper use and protection of its information assets and arrange for basic security and privacy awareness training (SAM sections 5305.1, 5320.1, 5320.2, 5320.3, SIMM 5330-B) for new users and annually thereafter. Therefore, the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors who access state resources must complete the designated EDD online annual Information Security Awareness and Privacy Training prior to accessing EDD information assets and/or beginning work on a contract. The EDD University will set up a training account. While the training course is provided by the EDD, any expenses, including Contractor time, related to new and/or annual Information Security Awareness and Privacy Training will be the responsibility of the Contractor.

**Exhibit F  
(Standard Agreement)**

**SAFEGUARDING CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

**I. PERFORMANCE**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees, Contractors, agents, volunteers, vendors, or subcontractors must meet the background check requirements provided in Exhibit F of this Contract.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any Internal Revenue Service (IRS) data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting federal tax information (FTI) must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

- (8) No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. (See Section 10.0, Reporting Improper Inspections or Disclosures of the [IRS Publication 1075](#).) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth in 26 C.F.R. § 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth in 26 C.F.R. § 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552(a). Specifically, 5 U.S.C. § 552(a)(i)(1), which is made applicable to Contractors



by 5 U.S.C. § 552(a)(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A. (See [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure of the IRS Publication 1075](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See [Section 10.0, Reporting Improper Inspections or Disclosures of the IRS Publication 1075](#).) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION

The IRS and the agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

\* Language used throughout Exhibit F is derived from [IRS Publication 1075](#)

**Exhibit G  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. CONTRACT APPROVAL

The Contract is not effective until it has been approved by the State. The Contractor may not commence performance under this Contract until it has been approved by the State.

Should the Contractor begin work prior to receiving a copy of the approved Contract, any work performed prior to execution of the contract shall be considered as having been done at the Contractor's own risk and as a volunteer.

2. LOBBYING RESTRICTIONS

The Contractor must certify lobbying activities and disclose lobbying activities by completing the Certification Regarding Lobbying and Disclosure of Lobbying Activities and submit it with the Offer. The forms shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352.

3. CERTIFICATION REGARDING DEBARMENT

Debarment, suspension, ineligibility and voluntary exclusion of lower tier covered transaction certification is required for this procurement by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160-19211).

4. WORKFORCE INNOVATION AND OPPORTUNITY ACT

Contractor agrees to conform to the nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37 and 38.

5. PUBLIC CONTRACT CODE

The Contractor is advised that he/she has certain duties, obligations, and rights under the Public Contract Code §§ 10335 – 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10335](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10335)

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10381](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10381)

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10410](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10410)

6. NOTICES

All notices relating to this Contract shall be in writing and shall be sent to the respective Contract Managers set forth in this Contract. All such notices shall be deemed delivered if deposited, postage prepaid, in the United States mail and sent to the parties' last known address.

## 7. AVOIDANCE OF CONFLICTS OF INTEREST BY CONTRACTOR

- A. Consultants are advised that that Political Reform Act prohibits public officials, which include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Government Code § 87100; see Government Code § 81000 and Government Code § 1090 et seq.). For purposes of this contract, consultants are defined as any individual performing work under this contract.
- B. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- C. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- D. During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days.
- E. Failure to disclose a relevant financial interest on the part of the consultant will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with the Public Contract Code section 12102(j).
- F. The EDD may request additional information regarding a consultant's economic interests. If the additional information is not provided to the satisfaction of the EDD, then the Contractor must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph D.
- G. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a lobbyist, and being responsible for the costs of the litigation, including attorney's fees.
- H. All consultants providing work under this Contract shall include a completed Statement of Economic Interests, Form 700 [http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2017-18/Form\\_700\\_2017\\_2018.pdf](http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2017-18/Form_700_2017_2018.pdf) at the time of award.

In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.

- I. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.

## 8. DISPUTES

Any dispute concerning a question of fact arising under the term of this Contract which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

## 9. SUBCONTRACTOR LANGUAGE

Nothing contained in this Contract shall create any contractual relationship between the State and any subcontractor, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the State for the act and omissions of its subcontractor and of persons either directly or indirectly employed by any of them.

The Contractor's obligation to pay its subcontractors is independent from the State's obligation to make payment to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

## 10. BACKGROUND INVESTIGATION

The EDD shall conduct a background investigation of the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors, unless the EDD determines such individuals are not subject to a background investigation. Individuals must voluntarily consent to a background check and the EDD reserves the right to disapprove any individual from performing services under the scope of the Contract.

Investigations will be conducted to ascertain whether a Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors have any state or federal convictions, or are currently released from custody on bail or on their own recognizance pending trial. The background investigation will include fingerprinting and an inquiry to the California Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI) to disclose Criminal Offender Record Information (CORI). The EDD will absorb the cost of the fingerprinting services.

## 11. EVALUATION OF CONTRACT/CONTRACTOR

For IT Services over \$500,000, within sixty (60) days after the completion of the Contract, the Program Manager shall complete a written evaluation of Contractor's performance under the Contract. A copy of the STD 971 must be emailed to the State Department of Technology at [REDACTED] shall remain in the contract file for 36 months. If the Contractor did not satisfactorily perform the work, a copy of the evaluation form will be sent to the

Contractor within fifteen (15) working days of the completion of the evaluation. (PCC 12102.3). You may view the form here:  
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std971.pdf>

## 12. CONTRACTOR STAFF CHANGES

The Contractor reserves the sole right to determine the assignment of its employees. The Contractor agrees to notify EDD in writing of all changes in personnel assigned to this Contract as soon as is practicable.

The Contractor agrees that if EDD determines that Contractor personnel are failing to adequately perform services, the Contractor shall provide substitute personnel that meet or exceed all minimum qualifications as stated in this Contract.

The Contractor agrees that if Contractor personnel assigned to the project are unable to perform their duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide substitute personnel that meet or exceed all minimum qualifications as stated in this Contract.

## 13. OWNERSHIP RIGHTS

All data, documents, software and other artifacts produced under the contract become the sole property of EDD with an exception for preexisting materials to remain owned by the Contractor.

## 14. INSURANCE REQUIREMENTS

Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, EDD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. The Contractor shall provide written notice to EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:

A. **General Liability Insurance** - Contractor shall furnish to EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

**The State of California, its officers, agents, employees and servants are included as additional insured, but only with respect to work performed for EDD under this contract.** *The additional insured endorsement must accompany the certificate.*

**B. Automobile Liability Insurance** - The Contractor shall furnish to EDD a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor of not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

**C. Workers' Compensation and Employer's Liability Insurance** - The Contractor shall furnish to EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.