



# Purchase Order

IT SLP  
Clerk  
CSG  
Dist 5/1/2020 BG

Page: 1 of 7

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Employment Development Dept  
EMPLOYMENT DEVELOPMENT  
DEPARTMENT  
722 CAPITOL MALL  
SACRAMENTO CA 95814  
United States

|                                  |                  | Dispatch Via Print |
|----------------------------------|------------------|--------------------|
| Purchase Order                   | Date             | Revision           |
| 7100-0000006044                  | 04-27-2020       |                    |
| Payment Terms                    | Freight Terms    | Ship Via           |
| Net 45                           | See Detail Below | COMMON             |
| Buyer                            | Phone            | Currency           |
|                                  |                  | USD                |
| LPA Contract ID: SLP-19-70-0238D |                  |                    |

Supplier: 0000097743  
OUTREACH SOL AS A  
SERVICE LLC

Ship To: 7100000404  
EMPLOYMENT  
DEVELOPMENT  
DEPARTMENT

Attention: Not Specified  
Bill Code: 023336

Bill To: EMPLOYMENT  
DEVELOPMENT  
DEPARTMENT

Certification#:2014511

Small  
Business  
/Micro  
Business

Begin Date:06/18/2019

Expiration:  
06/30/2021

DVBE Begin Date:

Expiration:

Tax Exempt? Y

Tax Exempt ID: SOFTWARE AND SERVICES

| Line-Sch                              | Item/Description   | Mfg ID | Quantity | UOM | PO Price              | Extended Amt     | Due Date         |
|---------------------------------------|--|--------|----------|-----|-----------------------|------------------|------------------|
| 1 - 1                                 | Service Cloud -<br>Unlimited Edition<br>12 months<br>MFG#: 205-0005<br>Freight Terms: FOB Origin-Freight Collect                     |        | 840.00   | EA  | 204.00                | 171360.00        | 04/30/2020       |
| Contract ID: 000000000000000000053952 |  |        |          |     | Version: 1            | Contract Line: 1 | Schedule Total   |
| Total Amount: 0.000                   |  |        |          |     | Amount Open: 0.000    |                  | Release: 1       |
| Total Quantity: 0.00                  |  |        |          |     | Quantity Open: 0.0000 |                  | Category Line: 0 |
| Item Total                            |  |        |          |     |                       | 171360.00        |                  |
| 2 - 1                                 | Government Cloud<br>Premier+ Success Plan<br>(UE)<br>12 Months<br>MFG#: 205-0176<br>Freight Terms: FOB Destination-Freight<br>PP/ADD |        | 12.00    | EA  | 3016.00               | 36192.00         | 05/01/2020       |
| Contract ID: 000000000000000000053952 |  |        |          |     | Version: 1            | Contract Line: 1 | Schedule Total   |
| Total Amount: 0.000                   |  |        |          |     | Amount Open: 0.000    |                  | Release: 2       |
| Total Quantity: 0.00                  |  |        |          |     | Quantity Open: 0.0000 |                  | Category Line: 0 |
| Item Total                            |  |        |          |     |                       | 36192.00         |                  |
| 3 - 1                                 | Courtesy<br>Administrators for<br>Premier+ Success -   |        | 1.00     | EA  | 0.00                  | 0.00             | 05/01/2020       |

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Authorizing Signature

*BMendes*

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|                                  |                  | USD                |
| LPA Contract ID: SLP-19-70-0238D |                  |                    |

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SERVICE LLC

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DEVELOPMENT  
DEPARTMENT

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/Micro  
Business

Begin Date: 06/18/2019

Expiration:  
06/30/2021

DVBE Begin Date:

Expiration:

Tax Exempt? Y

Tax Exempt ID: SOFTWARE AND SERVICES

| Line-Sch                              | Item/Description  | Mfg ID                | Quantity         | UOM            | PO Price         | Extended Amt | Due Date   |
|---------------------------------------|---|-----------------------|------------------|----------------|------------------|--------------|------------|
|                                       | Unlimited Edition<br>12 Months<br>Freight Terms: FOB Destination-Freight<br>PP/ADD  |                       |                  |                |                  |              |            |
| Contract ID: 000000000000000000053952 |   | Version: 1            | Contract Line: 1 | Schedule Total | 0.00             |              |            |
| Total Amount: 0.000                   |   | Amount Open: 0.000    |                  | Release: 3     | Category Line: 0 |              |            |
| Total Quantity: 0.00                  |   | Quantity Open: 0.0000 |                  |                |                  |              |            |
|                                       |   | Item Total            |                  |                | 0.00             |              |            |
| 4 - 1                                 | Customer Community<br>Plus - Unlimited<br>Edition - Logins<br>12 Months<br>MFG#: 205-0026<br>Freight Terms: FOB Destination-Freight<br>PP/ADD |                       | 240000.0<br>0    | EA             | 0.79             | 189600.00    | 05/01/2020 |
| Contract ID: 000000000000000000053952 |   | Version: 1            | Contract Line: 1 | Schedule Total | 189600.00        |              |            |
| Total Amount: 0.000                   |   | Amount Open: 0.000    |                  | Release: 4     | Category Line: 0 |              |            |
| Total Quantity: 0.00                  |   | Quantity Open: 0.0000 |                  |                |                  |              |            |
|                                       |   | Item Total            |                  |                | 189600.00        |              |            |
| 5 - 1                                 | Salesforce SHIELD<br>12 Months<br>MFG#: 205-116<br>Freight Terms: FOB Destination-Freight<br>PP/ADD   |                       | 12.00            | EA             | 9048.00          | 108576.00    | 05/01/2020 |

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| Payment Terms                    | Freight Terms    | Ship Via           |
| Net 45                           | See Detail Below | COMMON             |
| Buyer                            | Phone            | Currency           |
|                                  |                  | USD                |
| LPA Contract ID: SLP-19-70-0238D |                  |                    |

Supplier: 0000097743  
OUTREACH SOL AS A  
SERVICE LLC

Ship To: 7100000404  
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Attention: Not Specified  
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DEPARTMENT

Certification#:2014511

Small  
Business  
/Micro  
Business

Begin Date:06/18/2019

Expiration:  
06/30/2021

DVBE Begin Date:

Expiration:

Tax Exempt? Y

Tax Exempt ID: SOFTWARE AND SERVICES

| Line-Sch                             | Item/Description   | Mfg ID                | Quantity         | UOM            | PO Price | Extended Amt     | Due Date   |
|--------------------------------------|--|-----------------------|------------------|----------------|----------|------------------|------------|
| Contract ID: 00000000000000000053952 |  | Version: 1            | Contract Line: 1 | Schedule Total |          | 108576.00        |            |
| Total Amount: 0.000                  |  | Amount Open: 0.000    |                  | Release: 5     |          | Category Line: 0 |            |
| Total Quantity: 0.00                 |  | Quantity Open: 0.0000 |                  | Item Total     |          | 108576.00        |            |
| 6 - 1                                | Salesforce<br>AppExchange - Nintex<br>Drawloop<br>DocAutomation:<br>FedRAMP Unlimited<br>Users: 10 use cases<br>MFG#: 205-0144.1<br>Freight Terms: FOB Destination-Freight<br>PP/ADD |                       | 1.00             | EA             | 47025.00 | 47025.00         | 05/01/2020 |
| Contract ID: 00000000000000000053952 |  | Version: 1            | Contract Line: 1 | Schedule Total |          | 47025.00         |            |
| Total Amount: 0.000                  |  | Amount Open: 0.000    |                  | Release: 6     |          | Category Line: 0 |            |
| Total Quantity: 0.00                 |  | Quantity Open: 0.0000 |                  | Item Total     |          | 47025.00         |            |
| 7 - 1                                | Salesforce<br>AppExchange -<br>AutoDocs: 50,000<br>12 months<br>MFG#: 205-0144.1<br>Freight Terms: FOB Destination-Freight<br>PP/ADD   |                       | 1.00             | EA             | 33000.00 | 33000.00         | 05/01/2020 |

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| Net 45                           | See Detail Below | COMMON             |
| Buyer                            | Phone            | Currency           |
|                                  |                  | USD                |
| LPA Contract ID: SLP-19-70-0238D |                  |                    |

Supplier: 0000097743  
OUTREACH SOL AS A  
SERVICE LLC

Ship To: 7100000404  
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DEVELOPMENT

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Begin Date:06/18/2019

Expiration:  
06/30/2021

DVBE Begin Date:

Expiration:

Tax Exempt? Y

Tax Exempt ID: SOFTWARE AND SERVICES

| Line-Sch                                  | Item/Description             | Mfg ID | Quantity | UOM | PO Price | Extended Amt     | Due Date              |
|---|------------------------------|--------|----------|-----|----------|------------------|-----------------------|
| Contract ID: 00000000000000000053952      |                              |        |          |     |          |                  | Version: 1            |
| Total Amount: 0.000                       |                              |        |          |     |          |                  | Contract Line: 1      |
| Total Quantity: 0.00                      |                              |        |          |     |          |                  | Amount Open: 0.000    |
|   |                              |        |          |     |          |                  | Quantity Open: 0.0000 |
| Schedule Total                            |                              |        |          |     |          | 33000.00         |                       |
| Release: 7                                |                              |        |          |     |          | Category Line: 0 |                       |
| Item Total                                |                              |        |          |     |          | 33000.00         |                       |
| 8 - 1                                     | Senior Information Architect |        | 150.00   | EA  | 195.00   | 29250.00         | 05/01/2020            |
| MFG#: CON-SIA                             |                              |        |          |     |          |                  |                       |
| Freight Terms: FOB Origin-Freight Collect |                              |        |          |     |          |                  |                       |
| Contract ID: 00000000000000000053952      |                              |        |          |     |          |                  | Version: 1            |
| Total Amount: 0.000                       |                              |        |          |     |          |                  | Contract Line: 0      |
| Total Quantity: 0.00                      |                              |        |          |     |          |                  | Amount Open: 0.000    |
|   |                              |        |          |     |          |                  | Quantity Open: 0.0000 |
| Schedule Total                            |                              |        |          |     |          | 29250.00         |                       |
| Release: 8                                |                              |        |          |     |          | Category Line: 0 |                       |
| Item Total                                |                              |        |          |     |          | 29250.00         |                       |
| 9 - 1                                     | Senior Project Manager       |        | 400.00   | EA  | 195.00   | 78000.00         | 05/01/2020            |
| MFG#: CON-SPM                             |                              |        |          |     |          |                  |                       |
| Freight Terms: FOB Origin-Freight Collect |                              |        |          |     |          |                  |                       |
| Contract ID: 00000000000000000053952      |                              |        |          |     |          |                  | Version: 1            |
| Total Amount: 0.000                       |                              |        |          |     |          |                  | Contract Line: 0      |
| Total Quantity: 0.00                      |                              |        |          |     |          |                  | Amount Open: 0.000    |
|   |                              |        |          |     |          |                  | Quantity Open: 0.0000 |
| Schedule Total                            |                              |        |          |     |          | 78000.00         |                       |
| Release: 9                                |                              |        |          |     |          | Category Line: 0 |                       |
| Item Total                                |                              |        |          |     |          | 78000.00         |                       |

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| Net 45                           | See Detail Below | COMMON             |
| Buyer                            | Phone            | Currency           |
|                                  |                  | USD                |
| LPA Contract ID: SLP-19-70-0238D |                  |                    |

Supplier: 0000097743  
OUTREACH SOL AS A  
SERVICE LLC

Ship To: 7100000404  
EMPLOYMENT  
DEVELOPMENT

Attention: Not Specified  
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DEPARTMENT

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Business

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Tax Exempt? Y

Tax Exempt ID: SOFTWARE AND SERVICES

| Line-Sch  | Item/Description                            | Mfg ID                | Quantity         | UOM         | PO Price         | Extended Amt | Due Date   |
|---|---|-----------------------|------------------|-------------|------------------|--------------|------------|
| 10 - 1  | Information Architect                       |                       | 300.00           | EA          | 175.00           | 52500.00     | 05/01/2020 |
| MFG#: CON-IA<br>Freight Terms: FOB Origin-Freight Collect |   |                       |                  |             |                  |              |            |
| Contract ID: 00000000000000000053952                      |   | Version: 1            | Contract Line: 0 |             | Schedule Total   | 52500.00     |            |
| Total Amount: 0.000                                       |   | Amount Open: 0.000    |                  | Release: 10 | Category Line: 0 |              |            |
| Total Quantity: 0.00                                      |   | Quantity Open: 0.0000 |                  |             |                  |              |            |
|   |   |                       |                  |             | Item Total       | 52500.00     |            |
| 11 - 1  | Project Manager                             |                       | 525.00           | EA          | 185.00           | 97125.00     | 05/01/2020 |
| MFG#: CON-PM<br>Freight Terms: FOB Origin-Freight Collect |   |                       |                  |             |                  |              |            |
| Contract ID: 00000000000000000053952                      |   | Version: 1            | Contract Line: 0 |             | Schedule Total   | 97125.00     |            |
| Total Amount: 0.000                                       |   | Amount Open: 0.000    |                  | Release: 11 | Category Line: 0 |              |            |
| Total Quantity: 0.00                                      |   | Quantity Open: 0.0000 |                  |             |                  |              |            |
|   |   |                       |                  |             | Item Total       | 97125.00     |            |
| 12 - 1  | Professional Services<br>- Business Analyst |                       | 575.00           | EA          | 185.00           | 106375.00    | 05/01/2020 |
| MFG#: PS-BA<br>Freight Terms: FOB Origin-Freight Collect  |   |                       |                  |             |                  |              |            |
| Contract ID: 00000000000000000053952                      |   | Version: 1            | Contract Line: 0 |             | Schedule Total   | 106375.00    |            |
| Total Amount: 0.000                                       |   | Amount Open: 0.000    |                  | Release: 12 | Category Line: 0 |              |            |
| Total Quantity: 0.00                                      |   | Quantity Open: 0.0000 |                  |             |                  |              |            |

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|------------------|---|--------|----------|-----|----------|--------------|------------|
| Item Total       |   |        |          |     |          | 106375.00    |            |
| 13 - 1           | Professional Services<br>- Business Analyst<br>MFG#: PS-BA<br>Freight Terms: FOB Origin-Freight Collect |        | 800.00   | EA  | 165.00   | 132000.00    | 05/01/2020 |
| Schedule Total   |   |        |          |     |          | 132000.00    |            |
| Category Line: 0 |   |        |          |     |          |              |            |
| Item Total       |   |        |          |     |          | 132000.00    |            |

Contract ID: 000000000000000000053952

Total Amount: 0.000

Total Quantity: 0.00

Version: 1 Contract Line: 0

Amount Open: 0.000

Quantity Open: 0.0000

Release: 13

DGS Purchasing Authority DGS-7760

Term: April 27, 2020 through April 26, 2023

The following Exhibits are attached as part of this Agreement:

Exhibit A - Statement of Work  
Exhibit B - Budget Detail and Payment Provisions  
Attachment B1 - Cost Table  
Attachment B2 - Work Authorization Form  
Attachment B3 - Work Authorization Acceptance Form  
Exhibit C - Terms and Conditions  
Exhibit D - Protection of Confidentiality  
Attachment D1 - Confidentiality Agreement  
Attachment D2 - Indemnity Agreement  
Attachment D3 - Information Security Certification

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|----------|------------------|--------|----------|-----|----------|--------------|----------|

Exhibit E - Safeguarding Contract Language Administrative Requirements  
Exhibit F - Safeguarding Contract Language For Technology Services  
Exhibit G - Special Terms and Conditions

This order is Issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and conditions set forth in that Agreement (LPA number referenced in the block above titled LPA Contract ID) are Incorporated herein by reference as if set forth in full text.

Send Software confirmation to:

Software@edd.ca.gov  
Sandy.Smith@edd.ca.gov

Send Invoices:

Employment Development Department  
Information Technology Branch, TGD  
800 Capitol Mall, MIC 58-1A / Sacramento, CA 95814  
Attn: CMG

or

E-mail: ITBConsultingInvoices@edd.ca.gov

Total PO Amount

1081003.00

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**EXHIBIT A**  
**(Standard Agreement)**

**STATEMENT OF WORK**

**1. PURPOSE**

Millions of Californians are having their income and health impacted by COVID-19, Outreach Solutions as a Service LLC (OSaaS or Contractor) will partner with the California Department of Technology (CDT), the Office of Digital Innovation (ODI), the California Employment Development Department (EDD) and other strategic vendors to identify, strategize, implement and validate solutions that will quickly allow claimants to appropriate unemployment insurance and disability insurance benefits as well as regaining employment.

The EDD requires assistance from OSaaS, to support the State of California (State) in planning, integrating and executing solutions to current business challenges and needs. This support includes, but is not limited to designing, planning, integrating and executing the solutions to the EDD's challenges regarding emergency demand peaks with regards to benefits eligibility and payment. These benefits include Unemployment, Disability, Job Share, Workers Compensation and Workforce Development related programs.

The purpose of this Purchase Order is to procure Salesforce software with implementation services.

**2. PERIOD OF PERFORMANCE**

The term of this Purchase Order shall begin on 04/27/2020 through 04/26/2023. The Contractor shall not deliver or commence performance of services under this Purchase Order until it has received written direction to do so from the EDD.

**3. AMOUNT OF PURCHASE ORDER**

The maximum amount of this Purchase Order is Two Million Seven Hundred Fifty-three Thousand Seven Hundred Fifty-three Dollars and Zero Cents (\$2,753,753.00). Cost details are located on the Cost Table, Attachment B1. In no event shall the total amount exceed the amount on the Purchase Order cover page, and there is no obligation on the part of the EDD to utilize the entire amount.

**4. WORK LOCATION AND HOURS**

Travel is not anticipated for this engagement and will not be reimbursed by the State unless otherwise agreed upon in writing. Application development and configuration work will be performed off-site and not require travel.

Services will be performed within the greater Sacramento area. Any and all travel expenses related to being onsite are at the Contractor's expense. The normal work hours will be 8 a.m. to 5 p.m., Monday through Friday, as needed, with the exception of State holidays unless otherwise approved by EDD. Any Contractor that must visit an EDD worksite must pass all applicable background checks.



**EXHIBIT A**  
**(Standard Agreement)**

**5. DESCRIPTION OF SERVICES**

This section defines initial scope at a high level. Scope will be defined in detail in each Work Authorization (hereinafter "WA"), Attachment B2, prior to starting work on that specific WA. No services fees will be paid to Contractor unless services are performed under an authorized WA and those services and/or deliverables have been approved by the State. See Attachment B2 for additional Work Authorization process and form.

Under this Purchase Order, the Contractor shall design, develop and implement the Employment Development Department's – Work Share Application (WSA). Contractor shall be responsible for implementation and configuration of the solution to meet the Minimum Viable Product (MVP) requirements identified for EDD's WSA based on requirements elaboration sessions to be held with EDD and stakeholders, and other solutions as agreed between the Contractor and the State. The Contractor will also be responsible for two (2) years of support commencing upon the first go live.

The project scope includes but is not limited to installation and configuration of Salesforce business workflows, integration and automation to EDD systems. The scope of this engagement also includes migration of data and training of EDD staff.

The project will be delivered in at least three waves in alignment with the EDD Work Force strategy:

- **Wave 1: Planning and MVP 1.** Work with EDD and key stakeholders to confirm the requirements for the Minimum Viable Product for Wave 1. Develop project plan, schedule, and resource plan to achieve MVP in Wave 1. Develop feature list and high-level roadmap for Wave 2 and Wave 3. Deploy Wave 1.
- **Wave 2: MVP 2 and 3.** Configure and implement MVP 2 and MVP 3 for WSA.
- **Wave 3: Refinement.** Continue development and implementation of iterations for WSA, building in more advanced workflows and automations.
- **Wave 4: Support.** Continually refine and support the WSA for EDD.

The Contractor will provide EDD with the software licenses/subscription line items from the Software License Program (SLP) Contract Attachment 8 – Cost Worksheet.

The Contractor will provide the EDD with the implementation services line items from the SLP Contract Attachment 8 – Cost Worksheet.

EDD reserves the right to add hours and/or licenses on an as needed basis for other solutions to help address benefits distribution and job access.

## **EXHIBIT A (Standard Agreement)**

WA may be used to define the scope of sprints, or for enhancements that are not completed as a part of the initial implementation Wave 1. The WA will be submitted no later than five (5) calendar days prior to the beginning of work. The WA will be reviewed during the Product Backlog Grooming meetings. This review process will include a walkthrough. The Product Owner will review the WA and indicate if the WA is ready for submission to the State. If the WA is in ready state, the Scrum Team will submit the WA formally to the Product Owner and / or State Project Manager. Each WA will be collaboratively defined by the Contractor and the State. The goal is to proactively define, review and obtain approval for each WA five (5) calendar days in advance of the planned WA start date.

The WA must be approved by a representative from both the State and Contractor. The following individuals are authorized to sign for the State and Contractor and authorize a WA.

- State: Project Director or designee
- Contractor: Engagement Manager or designee

The Scrum Team will review the WA beginning of each sprint through the Sprint Planning process. If there are any updates to the WA, the WA will be updated. At the end of each sprint, the work performed through each WA will be reviewed at the Sprint Review meeting. After the Sprint Review meeting, the Scrum Team will submit the WA to the State for close-out.

In the event that no response is received from the State within five (5) business days of the notice, the deliverable shall be deemed to be accepted and approved. A "sign-off" form for the State to indicate its approval, disapproval, or other comment shall accompany each deliverable submission.

## **6. WORK ACCEPTANCE, CHANGE MANAGEMENT AND ESCALATION PROCEDURES**

The EDD shall be the sole judge of the acceptability of all work performed and work products produced by the Contractor as a result of the Purchase Order. Should the work performed, or products produced by the Contractor, fail to meet the minimum EDD conditions, requirements, applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes:

The EDD shall notify the Contractor in writing, within five (5) business days after completion of each phase, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed or products produced by the Contractor.

- a) The Contractor shall provide drafts, when applicable, of each deliverable prior to formal submittal.
- b) The State shall review and provide written approval or comments, as appropriate. In general, comments, issues, or sign-off shall be provided within five (5) business days after receipt of draft.
- c) If necessary and so instructed to do so, each deliverable will be revised as appropriate and another draft of the final version submitted within five (5) business days.
- d) The State shall respond to resubmitted deliverables within five (5) business days.



**EXHIBIT A**  
**(Standard Agreement)**

**7. CONTRACTOR DELIVERABLES**

The following are key components to the delivery of the Data Management Solution:

- a) Ongoing Project Management
- b) Project Initiation and Requirements Validation
- c) Development Sprints
- d) Deployment / Go-Live
- e) Post Production Support
- f) Ongoing Technical Program Support

Contractor will provide a Sprint Package at the conclusion of each Sprint. The Sprint package will include:

- Product roadmap (update, revision, etc.)
- Testing plan
- Final acceptance criteria
- Release plan
- Implementation plan

The following table includes the project deliverables for the services under this Purchase Order between the State and Contractor.

Contractor deliverables will include Sprint Packages, to be delivered at the completion of each Sprint. The duration and number of sprints will be defined during project initiation and per mutual agreement between Contractor and the State. Sprint Package Deliverable Acceptance Criteria will be mutually agreed upon during project initiation.

| <b>Project Deliverables</b>                              |
|--|
| <b>Wave 1: Planning</b>                                  |
| Wave 1 – Project Initiation Deliverable Package          |
| <b>Wave 2: MVP</b>                                       |
| Sprint 1 - Deliverable Package                           |
| Sprint 2 - Deliverable Package                           |
| Sprint 3 - Deliverable Package                           |
| Sprint 4 - Deliverable Package                           |
| Sprint 5 - Deliverable Package                           |
| Sprint 6 - Deliverable Package                           |
| Sprint 7 - Deliverable Package                           |
| Sprint 8 - Deliverable Package                           |
| <b>Wave 3: Refine</b>                                    |
| Number of Wave 3 Sprints TBD per an approved WA from EDD |
| <b>Wave 4: Scale</b>                                     |
| Number of Wave 4 Sprints TBD per an approved WA from EDD |

**EXHIBIT A**  
**(Standard Agreement)**

**8. CONTRACTOR TASKS AND RESPONSIBILITIES**

Contractor will provide ongoing support to the State for the items listed in Cost Table, Attachment B1. Contractor serves as a reseller for Manufacturer, Salesforce and Automation Anywhere. Contractor provides support to ensure all service contracts are in place with the Manufacturers and service renewed in a timely manner to avoid a service lapse. Subscription is for the period listed below.

The Contractor shall utilize an agile development methodology and follow a standard project management methodology, which may include the following supporting documents as mutually agreed upon between Contractor and the State:

- a. Project Management Plan (hereinafter "PMP")
- b. Project Work Plan (hereinafter "Schedule")
- c. Sprint Package Deliverables as defined in Section 5 above
- d. Training Materials / Training Guides

The Contractor is responsible for reporting and status management, documentation management, change management, risk/issue management, resource management, training/knowledge transfer, quality assurance, and quality control as appropriate.

The Contractor will provide recommended technical and functional State staffing levels during the project phase and post implementation including but not limited to technical, functional, and business needs.

The Contractor will have experienced project resources to support the State using an on-site and/or remote implementation model. Application development and configuration teams will work remotely unless otherwise agreed to with the State.

The Contractor shall create a project plan that aligns with an agile development methodology. The project plan shall include the tasks that are to be performed by both Contractor and State staff.

The Contractor Project Manager shall publish a weekly status report indicating the status of the work. This report shall also include all issues and risks being faced by the project and document mitigation strategies and efforts. A biweekly stakeholder status meeting will be held to provide status updates if requested.

During Implementation Phase, Contractor is expected to utilize an Agile Scrum approach to manage the development and implementation tasks. A daily Scrum meeting will be organized with the development staff to keep the project on schedule. This Scrum call also addresses any issues or roadblocks that have come up the previous day so they can be addressed immediately and not impede the project.

The Contractor shall lead the design/planning workshops.



**EXHIBIT A**  
**(Standard Agreement)**

The Contractor shall:

- a) Designate a person to whom all service or project related communications may be addressed;
- b) Meet daily/weekly/biweekly with EDD/ITB personnel to discuss required project status activities;
- c) Escalate any changes to the scope of work or issues that will impact completion of work to the State Project Manager immediately;
- d) Raise any staffing or logistic issues with the State Project Manager;
- e) Comply with all applicable EDD policies and procedures, including, but not limited to, the EDD and industry project management guidelines;
- f) Provide artifacts as required for project management, quality management, change control, communication management, risk and issue management, and schedule management tasks/assignments;
- g) Provide all electronic documents to EDD in a format compatible with EDD's standard applications (i.e., Microsoft (MS) Office). EDD's current standard applications include MS Windows 10, MS Office Professional (includes Outlook) 2013, Visio 2013, Project 2013;
- h) Verify that its applications are compatible prior to delivery of any electronic documents to EDD. The EDD shall approve in writing any other format to be used by the Contractor; and
- i) Return all EDD property, including security badges, prior to termination of the Contract.

**9. STATE RESPONSIBILITIES**

The EDD is responsible for program and policy. The following are areas of responsibility for EDD staff:

- a) **Oversight:** Oversee all aspects of the Initiatives using the EDD ITB's Project Management Methodology.
- b) **Contract Management:** Oversee planning, solicitation, acquisition, contract monitoring, change management, and Purchase Order amendments, including managing third-party contractor activities, and ensuring a collaborative relationship with the third-party contractor.
- c) **Communication and Change Management:** Ensure communication among the EDD, Contractor personnel, and other project stakeholders; develop and manage change management processes.
- d) **Administrative Support:** Complete administrative tasks and support project management.

The State Project Manager will be responsible for guiding overall project management while the Contractor will be responsible for managing the day to day activities and tasks necessary to complete each project phase.

The State will provide applications, documentation, subject matter experts and other resources that will work with the Contractor team.

The EDD shall:

- a) Be responsible for oversight of development and control support activities, ensuring compliance with the CDT and Department of General Services (DGS) standards, stakeholder management, budgetary approvals, contract management, and procurement, as applicable.

**EXHIBIT A**  
**(Standard Agreement)**

- b) Provide access to applicable information, including, but not limited to: technical documentation and project work plans.
- c) Provide all applicable policies and procedures regarding access to, and use of, EDD facilities; provide information as required by the Contractor to perform their responsibilities.
- d) Review all Contractor work submitted to the EDD for completeness, accuracy, and adherence to standards.
- e) Make EDD personnel available for assistance as required by the Contractor.
- f) Provide business requirements for system changes.
- g) Conduct user testing and certify software changes for implementation.
- h) Provide the necessary environments and infrastructure to support system development and implementation.

**10. TECHNICAL SUPPORT**

The continued technical support services included in the software subscription(s) will be provided by Salesforce. The Contractor will be required to provide ongoing program technical support services for two (2) years using the roles and rates included in the Cost Table, Attachment B1.

**11. UNANTICIPATED TASKS**

The Purchase Order value includes 10% of the total Purchase Order amount for unanticipated tasks. These funds may be used at the state's discretion. Unanticipated tasks will be contracted for on an as-needed basis and shall be optional throughout the term of the Contract. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and the state via a Work Authorization (WA) before the work can commence. The rates for unanticipated tasks must not exceed the hourly rates specified in Attachment B1 for unanticipated tasks and the total *expenditures* for unanticipated tasks shall not exceed the total amount set aside for unanticipated tasks.

**12. CONTRACTOR PARAMETERS**

The Contractor will provide the independent services described by this SOW, and associated Purchase Order subject to the following:

- a) The EDD will not reimburse for any expenses incurred by the Contractor in the execution of activities as described by the associated Purchase Order, except as specifically preauthorized in writing by the EDD.
- b) All data, documents, software and other artifacts produced under the Purchase Order will become the sole property of EDD with an exception for preexisting materials to remain owned by the Contractor.

**EXHIBIT A**  
**(Standard Agreement)**

**13. USE OF SUBCONTRACTORS**

The Contractor may, with the approval of the EDD ITB and the EDD Business Operations Planning and Support Division (BOPSD) Analyst, enter into sub-agreements with third parties for the performance of any part of the Contractor's duties and obligations. Any such State approval may be rescinded for reasonable cause. The Contractor is responsible and liable for the proper performance and quality of any work performed by any and all sub-agreements. The State reserves the right to reject or refuse admission to any sub-agreement personnel whose workmanship, in the reasonable judgment of the State, is deemed to be substandard. In no event shall the existence of a sub-agreement release or reduce the liability of the Contractor to the EDD for any breach in performance of the Contractor's duties.

**14. SECURITY**

The Contractor shall supply the respective EDD Program Manager with the names of the Consultant(s) who are assigned to this project and will need access to EDD facilities. The Contractor shall notify the EDD Security Administrator of all changes, as soon as is practical. The EDD shall issue identification (ID) badges to each Consultant to allow them access to those areas of the building where they will be performing services. These ID badges are the property of EDD and the Consultants must surrender them when they leave the project(s) or at the end of the Purchase Order term.

The EDD shall issue computer user accounts to each Consultant as needed and for no longer than the duration of the contract. An Appointment/Separation Checklist (DE 7411) shall be completed for all such accounts and shall reflect the account ID and the anticipated expiration date.

The EDD Single Point of Contact (SPOC) may request the EDD Security Administrator extend the user account ID expiration date by sending a request with a new anticipated account expiration date. EDD shall cancel user account access as soon as there is no longer a business need for such access, or when the Consultant is no longer working on the project.

**15. INSURANCE REQUIREMENTS**

Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time during the term of this Contract, 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 Contract, 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 (DGS), 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, the State may, in addition to any other remedies it may have, terminate this Purchase Order 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.

**EXHIBIT A**  
**(Standard Agreement)**

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

**Commercial General Liability Insurance** - Contractor shall furnish to EDD a certificate of insurance prior to commencement of work stating there is commercial 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.*

**16. WORKERS' COMPENSATION INSURANCE**

**Workers' Compensation and Employers 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 or legally permitted 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.

**17. CONFIDENTIALITY AND NON-DEBARMENT**

In addition to the terms and conditions of the IT Consulting MSA contract, pertaining to confidentiality and non-debarment, the Contractor shall sign all confidentiality, non-debarment, privacy, security, conflict of interest, and other necessary agreements as required by the EDD to successfully provide the services described in the Contract.

All financial, statistical, personal, technical, and other data and information provided to the Contractor by the EDD, pursuant to the terms of resulting Contract, are confidential information pursuant to Section 1094 of the California Unemployment Insurance Code. As such, the Contractor hereby agrees to maintain and protect the confidentiality of said information and shall disclose said information to its own employees or subcontractor(s) only on a "need-to-know" basis and only for the purposes of fulfilling the terms of this Contract. In no event shall said information be disclosed to any individual other than the Contractor's employees or subcontractor(s). The Contractor further agrees to retain the confidential information for three years after final payment under the contract.

To preserve the integrity of the security and confidentiality measures integrated into EDD's automated information systems, each Consultant is required to provide a signed Employee Confidentiality Statement (Attachment D1) and Indemnity Agreement (Attachment D2) prior to starting work.



**EXHIBIT A**  
**(Standard Agreement)**

**18. POINTS OF CONTACT**

The EDD shall designate a SPOC who shall give direction to the Contractor concerning the assigned tasks. The SPOC will work collaboratively with the ITB Management Team, Program Managers, Functional Managers, and technical staff to ensure that all deliverables are satisfactorily completed. The SPOC shall be the Program Manager who shall ensure that all Purchase Order activities are conducted in accordance with State law and regulations; oversee processes and procedures; monitor contractor compliance with the contract; and resolve issues.

| <b>EDD Program Manager:</b> | <b>Contractor Representative:</b> |
|-----------------------------|-----------------------------------|
| Name: [REDACTED]            | Name: [REDACTED]                  |
| Title: [REDACTED]           | Title: [REDACTED]                 |
| Address: [REDACTED]         | Address: [REDACTED]               |
| City, St, Zip: [REDACTED]   | City, St, Zip: [REDACTED]         |
| Email: [REDACTED]           | Email: [REDACTED]                 |
| Phone: [REDACTED]           | Phone: [REDACTED]                 |

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

In consideration of services performed, EDD agrees to compensate the Contractor for services satisfactorily performed in accordance with the rates specified in the Cost Table, Attachment B1, which is attached hereto and made a part of this Agreement.

**Implementation Services** under this Purchase Order will be paid no more than monthly in arrears. **Software Licenses** will be paid in advance. Invoices shall include the Purchase Order Number M53952-7100 and shall be submitted in arrears for services and advance for software to:

Employment Development Department  


Each invoice must include a Work Authorization Acceptance Form, Attachment B3 along with certification statement signed by a company official, attesting to the accuracy of the invoice data. The Contractor's rate may not exceed the rate specified in the Cost Table, Attachment B1. Any excess shall be at no cost to EDD, unless negotiated and documented with EDD using the WA process. In the event that unanticipated tasks not specified in the SOW are performed with the State's written consent, invoices for services as reflected on WAs will be submitted to the State for payment.

**2. PAYMENT WITHHOLD**

If the EDD rejects all or part of the Contractor's work or work product, EDD shall withhold payment for the rejected work or work product and shall notify the Contractor in writing of the reason(s) why the work or work product was rejected. The Contractor shall take appropriate measures to correct the work and demonstrate to the EDD that the Contractor has successfully completed the work before payment can be made.

**3. BUDGET CONTINGENCY**

It is mutually understood between the parties that this Purchase Order 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 Purchase Order were executed after that determination was made.

**EXHIBIT B**  
**(Standard Agreement)**

This Purchase Order 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 Purchase Order for the purposes of this program. In addition, this Purchase Order 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 Purchase Order 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.

**4. AVAILABILITY OF FUNDS**

If the term of this Purchase Order covers more than the current fiscal year, continuation of the Purchase Order is subject to the appropriation of funds by the Legislature. If funds to continue payment are not appropriated, the Contractor agrees to terminate any service supplied to the EDD under this Contract, and relieve the EDD of any further obligation. The EDD has the option to invalidate the Purchase Order under the 30-day cancellation clause or to amend the Purchase Order to reflect any reduction of funds.

**ATTACHMENT B1  
(Standard Agreement)**

**COST TABLE**

The total Purchase Order amount, including any extensions, may not exceed the Two Million Seven Hundred Fifty-three Thousand Seven Hundred Fifty-three Dollars and Zero Cents (\$2,753,753.00). Consultants will not perform services beyond such amount, even if not complete, unless EDD approves additional fees for additional services.

| QTY        | UNIT           | PART #     | DESCRIPTION  | UNIT PRICE<br>(USD) | EXTENSION<br>(USD) | TAX<br>Y/N |
|------------|----------------|------------|--|---------------------|--------------------|------------|
| 70         | 12<br>months   | 205-0005   | Service Cloud – Unlimited Edition  | \$204               | \$171,360          | No         |
| 1          | 12<br>months   | 205-0176   | Government Cloud Premier+ Success Plan (UE)  | \$3,016             | \$36,192           | No         |
| 1          | 12<br>months   |            | Courtesy Administrators for Premier+ Success – Unlimited Edition                           | \$0                 | \$0                | No         |
| 20,000     | 12<br>months   | 205-0026   | Customer Community Plus – Unlimited Edition – Logins                                       | \$0.79              | \$189,600          | No         |
| 1          | 12<br>months   | 205-116    | Salesforce SHIELD  | \$9,048             | \$108,576          | No         |
| 1          | 12<br>months   | 205-0144.1 | Salesforce AppExchange - Nintex Drawloop<br>DocAutomation: FedRAMP Unlimited Users: 10 use | N/A                 | \$47,025           | No         |
| 1          | 12<br>months   | 205-0144.1 | Salesforce AppExchange - AutoDocs: 50,000  | N/A                 | \$33,000           | No         |
|            | 400<br>hours   | CON-SIA    | Senior Information Architect   | \$195               | \$78,000           | No         |
|            | 1,500<br>hours | CON-SPM    | Senior Project Manager   | \$195               | \$292,500          | No         |
|            | 800<br>hours   | CON-IA     | Information Architect  | \$175               | \$140,000          | No         |
|            | 3,000<br>hours | CON-PM     | Project Manager  | \$185               | \$555,000          | No         |
|            | 1,500<br>hours | PS-BA      | Professional Services - Business Analyst   | \$185               | \$277,500          | No         |
|            | 5,000<br>hours | PS-BA      | Professional Services - Business Analyst   | \$165               | \$825,000          | No         |
| Total Cost |                |            |  |                     | \$2,753,753        |            |



**ATTACHMENT B2  
(Standard Agreement)**

**WORK AUTHORIZATION PROCESS/FORM**

The following rules shall apply for Work Authorizations (WAs):

**1. GENERAL**

All service tasks or deliverables shall be defined and agreed to through the use of an approved WA. Tasks or deliverables not via an approved WA and WA Acceptance Form, Attachment B3, may not be invoiced under the Purchase Order and are completed at the Contractor's own expense. WAs will be utilized to enable EDD to manage its day to day operations within the existing scope, resources and cost of the Purchase Order. WAs will not be used to add funding or resource classifications not identified in the original Purchase Order. Additional funding or resource classifications shall only be added through a written Purchase Order amendment approved by the State.

**2. CONTENT**

Each WA shall contain a statement of the purpose, objective, or goals to be performed by the Contractor, the job classification, or approximate skill level of the personnel made available by the Contractor, an identification of all deliverables to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, a time schedule for the provisions of these services by the Contractor, Acceptance Criteria for the deliverable(s) produced, the name or identification of the Contractor personnel assigned, Contractor's work hours required to produce the deliverable(s), and the estimated total cost of the WA.

**3. RATES/COST**

The Contractor shall base prices for WAs on the Contractor's rates specified in Attachment B1, Costs. The Contractor shall not invoice the State in excess of the agreed upon cost total of the WA. The Contractor shall not charge the State for preparing a WA or WA Acceptance Form.

**4. APPROVAL**

All WAs must be in writing and signed by the EDD Program Manager prior to starting work. Upon acceptance by the EDD Program Manager, each such WA shall be incorporated into and become a part of the Purchase Order and the terms and conditions of the Purchase Order shall apply to all such WAs. In no event shall a WA be deemed to be a separate contract.

**5. ACCEPTANCE**

A signed Work Authorization Acceptance Form Attachment B3 is required for each WA and must be attached to the corresponding invoice for payment.

**ATTACHMENT B2**  
**(Standard Agreement)**

**6. ADDITIONAL RULES FOR ALL WAs:**

- It is understood and agreed by both parties to this Purchase Order that all of the terms and conditions of this Purchase Order shall remain in force with the inclusion of any such WA. Such Work Authorizations shall in no way constitute a Purchase Order other than as provided pursuant to this Purchase Order nor in any way amend or supersede any of the other provisions of this Contract.
- All WAs must be in writing prior to beginning work and signed and approved by the Contractor and the State.
- The State has the right to require the Contractor to stop or suspend work on any WA pursuant to the "Stop Work" provision of the General Provisions.
- Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
  - If, in the performance of the work, the Contractor determines that a WA to be performed under this Purchase Order cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, the State may:
  - Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA (such an authorization not unreasonably to be withheld), or
  - terminate the WA, or
  - alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours.

**7. ADDITIONAL RULES FOR WAs FOR UNANTICIPATED TASKS:**

- In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
- For each item of unanticipated work not specified in the Statement of Work, a WA will be prepared in accordance with the attached form.

**ATTACHMENT B2  
(Standard Agreement)**

**WORK AUTHORIZATION FORM**

The following deliverables will be produced in accordance with this Work Authorization and the provisions of Contract Number M53952-7100.

| <b>PART 1: GENERAL INFORMATION</b>                   |  |
|--|--|
| Work Authorization Number                            |  |
| Purpose/Objective/Goal                               |  |
| Schedule of Deliverable Completion                   |  |
| Contractor Personnel to be Assigned (Classification) |  |
| State responsibilities                               |  |
| Acceptance Criteria                                  |  |

| <b>PART 2: WORK AUTHORIZATION FIXED COST</b> |                         |             |             |            |
|--|-------------------------|-------------|-------------|------------|
| Task #                                       | Deliverable Description | Total Hours | Hourly Rate | Total Cost |
| 01   |                         |             | \$          | \$         |
| 02   |                         |             | \$          | \$         |
| 03   |                         |             | \$          | \$         |
| 04   |                         |             | \$          | \$         |
| 05   |                         |             | \$          | \$         |
| 06   |                         |             | \$          | \$         |
| 07   |                         |             | \$          | \$         |
| 08   |                         |             | \$          | \$         |
| 09   |                         |             | \$          | \$         |
| 10   |                         |             | \$          | \$         |
| Total  |                         |             |             | \$         |

| <b>PART 3: APPROVAL SIGNATURES</b> |                         |
|------------------------------------|-------------------------|
| <b>SIGNATURE</b>                   | <b>DATE OF APPROVAL</b> |
|                                    |                         |
| Contractor Printed Name:           |                         |
| Contractor Title:                  |                         |
| <b>SIGNATURE</b>                   | <b>DATE OF APPROVAL</b> |
|                                    |                         |
| EDD Printed Name:                  |                         |
| EDD Title:                         |                         |

**ATTACHMENT B3  
 (Standard Agreement)**

**WORK AUTHORIZATION ACCEPTANCE FORM**

| <b>PART 1: GENERAL INFORMATION</b> |   |   |  |
|------------------------------------|---|---|--|
| EDD Purchase Order                 |   |   |  |
| Project Name                       |   |   |  |
| Project Sponsor                    |   |   |  |
| Project Criticality Rating         |   |   |  |
| Program Branch                     |   |   |  |
| Controlling Division               |   |   |  |
| Author                             |   |   |  |
| Type of Acceptance                 | <input type="checkbox"/> Phase or major task acceptance | <input type="checkbox"/> Final product acceptance |  |

| <b>PART 2: LIST OF COMPLETED TASKS</b> |                  |                         |                        |                      |
|--|------------------|-------------------------|------------------------|----------------------|
| Task #                                 | Task Description | Planned Completion Date | Actual Completion Date | Variance (# of Days) |
| 01                                     |                  |                         |                        |                      |
| 02                                     |                  |                         |                        |                      |
| 03                                     |                  |                         |                        |                      |
| 04                                     |                  |                         |                        |                      |
| 05                                     |                  |                         |                        |                      |
| 06                                     |                  |                         |                        |                      |

| <b>PART 3: REASON(S) FOR VARIANCE(S)</b> |   |
|--|---|
| Task #                                   | Describe the reason(s) for variance(s) from the schedule baseline (if applicable) |
|  |   |
|  |   |
|  |   |

| <b>PART 4: APPROVAL SIGNATURE(S)</b> |                                     |                   |                         |
|--------------------------------------|-------------------------------------|-------------------|-------------------------|
| The tasks listed in Part 2 are:      |                                     |                   |                         |
| <input type="checkbox"/>             | Approved as is                      |                   |                         |
| <input type="checkbox"/>             | Approved with changes               | Describe changes: |                         |
| <input type="checkbox"/>             | Denied – Does not meet expectations | Explain denial:   |                         |
| <b>SIGNATURE</b>                     |                                     |                   | <b>DATE OF APPROVAL</b> |
|                                      |                                     |                   |                         |
| Contractor Printed Name:             |                                     |                   |                         |
| Contractor Title:                    |                                     |                   |                         |
| <b>SIGNATURE</b>                     |                                     |                   | <b>DATE OF APPROVAL</b> |
|                                      |                                     |                   |                         |
| EDD Printed Name:                    |                                     |                   |                         |
| EDD Title:                           |                                     |                   |                         |



**EXHIBIT C**  
**(Standard Agreement)**

**TERMS AND CONDITIONS**

The Contractor agrees to meet the requirements, terms and conditions stated within the Software Licensing Program (SLP) Contract Number SLP-19-70-0238D.

**GENERAL PROVISIONS-INFORMATION TECHNOLOGY**

The DGS [IT General Provisions GSPD401IT](#), Revised 9/5/14 will be incorporated via reference and made part of this Purchase Order as if attached hereto.

**CLOUD COMPUTING – SOFTWARE AS A SERVICE (SAAS) GENERAL PROVISIONS**

The DGS [Cloud Computing – Software As A Service \(SaaS\) General Provisions](#), Revised 7/9/19 will be incorporated via reference and made part of this Purchase Order as if attached hereto.

**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 Agreement 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:

**I. ADMINISTRATIVE SAFEGUARDS**

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement the Contractor, will comply with all applicable statutes, rules and/or regulations, and Agreement 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 Agreement 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 Agreement 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 Agreement.
- 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 Agreement. "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 Agreement.

**EXHIBIT D**  
**(Standard Agreement)**

- g. Notify the EDD Help Desk at (916) 654-1010, 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 email. **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 identify responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to <InformationSecurityOffice@edd.ca.gov>.

**II. MANAGEMENT SAFEGUARDS**

- a. Acknowledge that the confidential information obtained by the Contractor under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
- Confidential nature of the EDD information.
  - Requirements of this Agreement.
  - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Agreement (Attachment D1):
- d. Return the following completed documents to the EDD Contract Services Group:
- The EDD Indemnity Agreement (Attachment D2): Required to be completed by the Contractor's Chief Financial Officer or authorized Management Representative, unless the Contractor is a State Agency.
  - The EDD Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
- e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- f. 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\(a\)\(5\)\(B\)](#).

**III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS**

- a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. 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).

**EXHIBIT D**  
**(Standard Agreement)**

Section 1095(u) of the CUIA 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 Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement 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 Agreement except as authorized or required by law.

**IV. 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 Agreement. 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 Agreement.
- 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.



## EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

\_\_\_\_\_, employee of \_\_\_\_\_  
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

\_\_\_\_\_ acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL

\_\_\_\_\_ acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

INITIAL

\_\_\_\_\_ acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

INITIAL

\_\_\_\_\_ acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL

\_\_\_\_\_ acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL

\_\_\_\_\_ acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

INITIAL

\_\_\_\_\_ agree to protect the following types of the EDD confidential and sensitive information:

- INITIAL
- |                         |   |
|-------------------------|---|
| • Wage Information      | • Applicant Information                                     |
| • Employer Information  | • Proprietary Information                                   |
| • Claimant Information  | • Operational Information (manuals, guidelines, procedures) |
| • Tax Payer Information |   |

\_\_\_\_\_ hereby agree to protect the EDD's information on either paper or electronic form by:

INITIAL

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

**"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."**

\_\_\_\_\_  
Print Full Name (last, first, MI)

\_\_\_\_\_  
Print Name of Requesting Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

**Check the appropriate box:**

- |  |                                    |
|--|------------------------------------|
| <input type="checkbox"/> Employee      | <input type="checkbox"/> Student   |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Other         |                                    |

\_\_\_\_\_  
Explain

# EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

In consideration of access to the EDD information which is personal, sensitive, or confidential,

(Enter name of Chief Financial Officer or authorized Management Representative)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of:

(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information:

- Any individual who has access to returns, reports, or documents maintained by the EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (California Unemployment Insurance Code §§ 2111 and 2122).
- Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
- Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

|  |   |
|--|---|
| <div></div> <div>Print Full Name (last, first, MI)</div> | <div></div> <div>Signature</div>                              |
| <div></div> <div>Print Title</div>                       | <div></div> <div>Date Signed</div>                            |
| <div></div> <div>Print Name of Requesting Entity</div>   | <div></div> <div>Enter Name Governmental Sponsor/Entity</div> |

## EMPLOYMENT DEVELOPMENT DEPARTMENT

### STATEMENT OF RESPONSIBILITY

### INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and EDD Chief Information Officer hereby certify that Contractor. has in place the safeguards and security requirements stated in this agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Contract No. M53952-7100.

|   |   |
|---|---|
| <hr/> <p style="text-align: center;">INFORMATION SECURITY OFFICER SIGNATURE</p> <hr/> <p style="text-align: center;">PRINT NAME OF INFORMATION SECURITY OFFICER</p> <p style="text-align: center;">EDD Information Security Officer</p> <hr/> <p style="text-align: center;">PRINT TITLE</p> <hr/> <p style="text-align: center;">TELEPHONE NUMBER</p> <hr/> <p style="text-align: center;">E-MAIL ADDRESS</p> <hr/> <p style="text-align: center;">DATE SIGNED</p> | <hr/> <p style="text-align: center;">PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE</p> <hr/> <p style="text-align: center;">PRINT NAME</p> <p style="text-align: center;">EDD Chief Information Officer</p> <hr/> <p style="text-align: center;">PRINT TITLE</p> <hr/> <p style="text-align: center;">TELEPHONE NUMBER</p> <hr/> <p style="text-align: center;">E-MAIL ADDRESS</p> <hr/> <p style="text-align: center;">DATE SIGNED</p> |
|---|---|

**NOTE:** *Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.*

#### FOR THE EDD USE ONLY

1. Information Security Certification received by:

|  |                            |
|--|----------------------------|
| <hr/> <p>EDD CONTRACT MANAGER NAME</p> | <hr/> <p>DATE RECEIVED</p> |
|--|----------------------------|

2. The EDD information asset access approved by:

|   |   |
|---|---|
| <hr/> <p>CONTRACT MANAGER OR DISCLOSURE COORDINATOR</p> | <hr/> <p>DATE APPROVED (AFF, EMAIL, ETC.)</p> |
|---|---|

**NOTE:** *The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to Contract No. M53952-7100.*

**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

**EXHIBIT E**  
**(Standard Agreement)**

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 E 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.



**EXHIBIT F**  
**(Standard Agreement)**

- (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,

**EXHIBIT F**  
**(Standard Agreement)**

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.

**EXHIBIT G**  
**(Standard Agreement)**

**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.

**EXHIBIT G**  
**(Standard Agreement)**

**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 [form971@state.ca.gov](mailto:form971@state.ca.gov) and 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.

**EXHIBIT G**  
**(Standard Agreement)**

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.



### **Cost Breakdown**

**FY 19/20 210-119-04590-616 = \$585,753.00**  
**FY 19/20 210-119-04590-833 = \$495,250.00**  
**FY 20/21 210-119-04590-833 = \$1,262,250.00**  
**FY 21/22 210-119-04590-833 = \$410,500.00**

| QTY   | UNIT        | PART #     | DESCRIPTION   | UNIT PRICE (USD) | EXTENSION (USD) | TAX Y/N | FY 19/20     | FY 20/21     | FY 21/22    |
|---|-------------|------------|---|------------------|-----------------|---------|--------------|--------------|-------------|
| <b>SOFTWARE (EXPENSE CODE 616)</b>              |             |            |   |                  |                 |         |              |              |             |
| 70  | 12 months   | 205-0005   | Service Cloud – Unlimited Edition   | \$204            | \$171,360.00    | No      | \$171,360.00 |              |             |
| 1   | 12 months   | 205-0176   | Government Cloud Premier+ Success Plan (UE)   | \$3,016          | \$36,192.00     | No      | \$36,192.00  |              |             |
| 1   | 12 months   |            | Courtesy Administrators for Premier+ Success – Unlimited Edition                              | \$0              | \$0.00          | No      | \$0.00       |              |             |
| 20,000  | 12 months   | 205-0026   | Customer Community Plus – Unlimited Edition – Logins  | \$0.79           | \$189,600.00    | No      | \$189,600.00 |              |             |
| 1   | 12 months   | 205-116    | Salesforce SHIELD   | \$9,048          | \$108,576.00    | No      | \$108,576.00 |              |             |
| 1   | 12 months   | 205-0144.1 | Salesforce AppExchange - Nintex Drawloop DocAutomation: FedRAMP Unlimited Users: 10 use cases | N/A              | \$47,025.00     | No      | \$47,025.00  |              |             |
| 1   | 12 months   | 205-0144.1 | Salesforce AppExchange - AutoDocs: 50,000   | N/A              | \$33,000.00     | No      | \$33,000.00  |              |             |
| <b>PROFESSIONAL SERVICES (EXPENSE CODE 833)</b> |             |            |   |                  |                 |         |              |              |             |
|   | 400 hours   | CON-SIA    | Senior Information Architect  | \$195            | \$78,000.00     | No      | \$29,250.00  | \$29,250.00  | \$19,500.00 |
|   | 1,500 hours | CON-SPM    | Senior Project Manager  | \$195            | \$292,500.00    | No      | \$78,000.00  | \$175,500.00 | \$39,000.00 |
|   | 800 hours   | CON-IA     | Information Architect   | \$175            | \$140,000.00    | No      | \$52,500.00  | \$52,500.00  | \$35,000.00 |
|   | 3,000 hours | CON-PM     | Project Manager   | \$185            | \$555,000.00    | No      | \$97,125.00  | \$365,375.00 | \$92,500.00 |

|                   |                |       |  |       |                |                  |                |                |              |
|-------------------|----------------|-------|--|-------|----------------|------------------|----------------|----------------|--------------|
|                   | 1,500<br>hours | PS-BA | Professional Services - Business Analyst | \$185 | \$277,500.00   | No               | \$106,375.00   | \$78,625.00    | \$92,500.00  |
|                   | 5000<br>hours  | PS-BA | Professional Services - Business Analyst | \$165 | \$825,000.00   | No               | \$132,000.00   | \$561,000.00   | \$132,000.00 |
| <b>Total Cost</b> |                |       |  |       | \$2,753,753.00 | <b>FY total:</b> | \$1,081,003.00 | \$1,262,250.00 | \$410,500.00 |