



Purchase Order

Cleared
CSG

Page: 1 of 2

Dist. 1/15/2021 MN

Contains confidential information and unauthorized use or disclosure is prohibited by State law.

Employment Development Dept
EMPLOYMENT DEVELOPMENT
DEPARTMENT

| CHANGE ORDER - REPRINT | | Dispatch Via Print |
|-----------------------------------|--|----------------------------|
| Purchase Order 7100-0000007243 | Date 09-03-2020 | Revision 1 - 2021-01-15 |
| Payment Terms Net 45 | Freight Terms FOB Destination-Freight PP | Ship Via COMMON |
| Buyer | Phone | Currency USD |
| LPA Contract ID: SLP-19-70-0265A | | |

Supplier: 0000131244
V3GATE LLC

Ship To: 7100000137
EMPLOYMENT
DEVELOPMENT
DEPARTMENT

Attention: Not Specified
Bill Code: 023336

Bill To: EMPLOYMENT
DEVELOPMENT
DEPARTMENT

Certification#:

Begin Date:

Expiration:

DVBE Begin Date:

Expiration:

Tax Exempt? N

Tax Exempt ID:

| Line-Sch | Item/Description | Mfg ID | Quantity | UOM | PO Price | Extended Amt | Due Date |
|----------|--|--------|----------------|-----|----------|--------------|------------|
| 1 - 1 | Software Subscription Licenses FY 20/21- 21/22 | | 1000000. 00 | EA | 3.50 | 3500000.00 | 09/03/2020 |

Contract ID: 000000000000000000058417
Total Amount: 0.000
Total Quantity: 0.00

Version: 2 Contract Line: 1
Amount Open: 0.000
Quantity Open: 0.0000

Schedule Total
Release: 3
3500000.00
Category Line: 0

Item Total
3500000.00

| | | | | | | | |
|-------|---|--|----------------|----|------|------------|------------|
| 2 - 1 | Amendment to add \$6,000,001.00 in funds | | 1714286.0 0 | EA | 3.50 | 6000001.00 | 01/14/2021 |
|-------|---|--|----------------|----|------|------------|------------|

Total Amount: 0.000
Total Quantity: 0.00

Version: 2
Amount Open: 0.000
Quantity Open: 0.0000

Schedule Total
Release: 2
6000001.00
Category Line: 0

DGS Purchasing Authority DGS-7760
EMERGENCY COVID-19: Governor's State of Emergency Proclamation, effective
March 4, 2020 (GC Sections 8625-8629)

Contract #: M58417-7100

Term: 9/3/2020 through 9/2/2021 or 12 months upon final approval

The following exhibits are attached as part of this Agreement:

Exhibit A Scope of Work

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with

: Authorizing Signature

SMendes

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Purchase Order

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| Line- Sch | Item/Description | Mfg ID | Quantity | UOM | PO Price | Extended Amt | Due Date |
|--------------|--|--------|----------|-----|----------|--------------|----------|
| | Exhibit B Budget Detail and Payment Provisions | | | | | | |
| | Attachment B1 Cost Table | | | | | | |
| | Exhibit C Terms and Conditions | | | | | | |
| | Exhibit D Protection of Confidentiality | | | | | | |
| | Attachment D1 Confidentiality Agreement | | | | | | |
| | Attachment D2 Indemnity Agreement | | | | | | |
| | Attachment D3 Statement of Responsibility | | | | | | |
| | Exhibit E Safeguarding Contract Language Administrative Requirements | | | | | | |
| | Exhibit F Safeguarding Language For Technology Services | | | | | | |
| | Exhibit G Special Terms and Conditions | | | | | | |
| | Exhibit H* RFO SR #2356 | | | | | | |
| | Exhibit I* Vendor's Response to RFO SR #2356 | | | | | | |

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

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.

Total PO Amount 9500001.00

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with

Authorizing Signature

BMendes

**EXHIBIT A
(STANDARD AGREEMENT)
STATEMENT OF WORK**

1. PURPOSE

The Employment Development Department's (EDD) Unemployment Insurance (UI) branch is needing to procure a new identity verification/proofing solution to support the exponential increase in claims due to the impact of COVID-19. Currently, the EDD administers a program that involves verifying the identity of users applying online using a portal website. Issues within the current process include delays in application processing and identity information attacks. With the ID.me licenses, the EDD will be able to improve user experience and minimal burden for valid claimant users, provide better support for claimant users, and ultimately provide higher confidence in the identity of users filing an Unemployment Insurance (UI) claim online than the current data-match based approach.

The purpose of this Agreement is to procure a robust and established identity verification/proofing solution.

2. PERIOD OF PERFORMANCE

Contractor agrees to begin work according to the state's emergency contracting process in accordance with Public Contract Code 1102 and the "COVID-19 State of Emergency" as defined in SOE 03/04/2020. Contractor agrees to perform work in accordance with terms and conditions outlined in SLP agreement SLP-19-70-0265A, including, but not limited to the state's applicable General Terms and Conditions. EDD agrees to accelerate the contract execution process for the benefit of both the vendor and the state.

The term of this Agreement shall begin on the date specified on the Agreement cover page and go for 12 months with an option to extend for an additional 12 months.

3. AMOUNT OF AGREEMENT

Cost details are located on the Cost Table, Attachment B1. In no event shall the total amount exceed the amount on the Agreement cover page(s), and there is no obligation on the part of the EDD to utilize the entire amount.

4. WORK LOCATION

Travel is not anticipated for this engagement and will not be reimbursed by the State unless otherwise agreed upon in writing. Work will be performed off-site and not require travel. If any onsite services need to be performed, it will be within the greater Sacramento area and all travel expenses related to being onsite are at the Contractor's expense.

5. DESCRIPTION OF SERVICES

The Contractor shall offer a robust and established identity verification / proofing solution that:

1. Provides higher confidence in the identity of users filing an Unemployment Insurance (UI) claim online than the current data-match based approach.
 - a. Lower false-classification of valid claimants as potentially fraudulent users

- b. Higher detection of users actually providing fraudulent identity information
2. The capability for the identity verification solution is to integrate with EDD's online UI application, providing real-time transaction during the claim filing process so that, after identity has been verified, the claim can be automatically processed.
 3. Solution must follow NIST 800-63B standard and be capable of meeting IAL/AAL2 levels of assurance for both identification and authentication.
 4. Provider must comply with all Federal and State of California privacy laws in safeguarding identity data.
 5. Improved user experience and minimal burden for valid claimant users to get through the ID verification process.
 6. Support for claimant users if they are having difficulty with the newly provided ID verification solution process.
 7. In addition to validating the person's identity, we need the validated person's name, birth date and SSN returned.
 8. Must have an existing solution that can be implemented and deployed into EDD's online claim processing workflow within a couple of weeks.
 9. Vendors cannot use claimant information for marketing, solicitation or similar purposes.

EDD reserves the right to add licenses on an as needed basis.

6. POINTS OF CONTACT

The EDD shall designate a Single Point of Contact (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 Agreement activities are conducted in accordance with State law and regulations; oversee processes and procedures; monitor contractor compliance with the Agreement; and resolve issues. Changes to Point of Contacts can be made by written notice without amending this contract.


| EDD Program Manager: | Contractor: |
|---------------------------|---------------------------|
| Name: [REDACTED] | Name: [REDACTED] |
| Title: [REDACTED] | Title: [REDACTED] |
| Address: [REDACTED] | Address: [REDACTED] |
| City, St, Zip: [REDACTED] | City, St, Zip: [REDACTED] |
| Phone: [REDACTED] | Phone: [REDACTED] |
| Email: [REDACTED] | Email: [REDACTED] |

**EXHIBIT B
(STANDARD AGREEMENT)
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT

Upon receipt of an approved invoice, EDD agrees to compensate the Contractor for software subscription services performed in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

ID.me User Licenses are paid upfront out of FY 20/21 funds. Invoices shall include the Agreement Number M58417-7100 and shall be submitted in advance for software user licenses to:

Employment Development Department


2. BUDGET CONTINGENCY

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

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

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

3. AVAILABILITY OF FUNDS

If the term of this Agreement covers more than the current fiscal year, continuation of the Agreement 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 Agreement under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

**ATTACHMENT B1
(STANDARD AGREEMENT)
COST TABLE**

Upon receipt of an approved invoice, EDD agrees to compensate the Contractor for software subscription services performed in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

| LINE # | SKU NUMBER | SOFTWARE LICENSE NAME | QUANTITY | UNIT COST | TAXABLE Y/N | EXTENDED PRICE |
|--------------|-----------------|---|-----------|-----------|-------------|-----------------------|
| Original | | | | | | |
| 1 | IDME-LOA3I-0004 | Identity Proofing LOA 3 CSP & TM with Support | 1,000,000 | \$3.50 | N | \$3,500,000.00 |
| 2 | IDME-LOA3R-0004 | Identity Proofing Renewal LOA 3 CSP & TM with Support | 0 | \$0.00 | N | \$0.00 |
| Amendment #1 | | | | | | |
| 3 | IDME-LOA3I-0004 | Identity Proofing LOA 3 CSP & TM with Support | 1,714,286 | \$3.50 | N | \$6,000,001.00 |
| 4 | TOTAL | | | | | \$9,500,001.00 |

Note: In the event that CA EDD prepays for total 1,714,286 user licenses and does not use them all in the initial contract year, ID.me will allow the unused licenses to be rolled over into the next contract year at no additional cost to the government.