



**Employment Development Department
Benefit Systems Modernization Lead Data
Conversion Preparation Services**

**REQUEST FOR OFFER (RFO) #84395
for
INFORMATION TECHNOLOGY CONSULTING SERVICES
MASTER SERVICES AGREEMENT (MSA)**

2/1/2019

This page intentionally left blank

INVITATION

You are invited to review and respond to this Request for Offer (RFO) #84395 for Information Technology (IT) Consulting Services. The awarded Contractor will provide lead data conversion preparation services, to the Employment Development Department (EDD). To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements described in the State's Statement of Work (SOW), Exhibit A. Please read the enclosed document carefully. By submitting an offer, the Respondent agrees to meet the requirements, terms and conditions stated in this RFO and the Respondents' IT Master Services Agreement (MSA). All proposed resources that do not meet the mandatory qualifications as specified in Attachment 5, Resource Resume and Qualifications Matrix, will be disqualified.

Purpose: The Information Technology Branch (ITB), Benefit Systems Modernization (BSM) project seeks to acquire one (1) full-time consultant resource to assist the EDD ITB BSM project. The IT MSA Services resource classification used for this effort is a Senior Technical Lead. The specific tasks and deliverables are described in the SOW, Exhibit A.

Proposed Term and Amount: The Contract term is contained on the STD 213 cover page. The term shall be for 45 months. The State may, at its sole option, elect to extend the Contract for an additional twelve (12) month term at the original rates evaluated and specified in the Cost Table, Exhibit B-1. Any extension will be exercised at the sole discretion of the State and shall not be denied by the Contractor. However, the State is not obligated to use any or all of this option. The total dollar amount of the Offer shall not exceed \$1,485,000 for the initial 45 month term. All offers exceeding \$1,485,000 will be rejected. If the option to extend is utilized at the end of the initial Contract term, the maximum Contract amount shall be \$1,500,000.

Procurement Method: To be considered for this RFO, the Respondent must hold a current IT Consulting Services MSA contract 5167010-001 to 253 issued by the State of California Department of General Services (DGS) and provide a complete copy with the response. Responses to this RFO will be reviewed and an award, if made, will be based on the "best value" evaluation method [Public Contract Code Section 12101.5(d)(3).]

Disabled Veteran Business Enterprise (DVBE) Participation requirements are waived for purposes of this RFO only.

Award: This RFO does not constitute a commitment by the EDD to make a Contract award.

Key Action Dates: Listed below in Table 1 are the key activities, dates, and times by which the activities must occur for contract consideration for this RFO. If the State finds it necessary to change any of these dates, it will be accomplished via an Addendum to this RFO. All dates after the submission of the RFO responses are projected only and may be adjusted as conditions indicate, without a formal RFO Addendum.

All Offers must be received by the dates and times specified in this section. Offers will be checked for the presence of all required information, in conformance with the requirements of this RFO. The EDD will deem Offers that do not have the required information as non-responsive, and this may be cause for rejection.

Table 1 – Key Action Dates

	KEY ACTIVITIES	DUE DATES
A.	Release of RFO:	February 1, 2019
B.	Last Day to Submit Questions:	February 15, 2019 (Due by 3:00 p.m. PST)
C.	EDD response to written questions:	February 20, 2019
D.	Offer Submission Due Date:	March 6, 2019 (Due by 3:00 p.m. PST)
E.	Evaluation of Offers*:	March 7-11, 2019
F.	Proposed Dates for Interviews**	March 12, 2019
G.	Contract Award Announcement*:	March 15, 2019
H.	Contract Start Date*:	April 2, 2019 or upon approval

*All dates after Offer Submission are tentative and may be subject to change without Addendum.

** At its sole discretion, the EDD may conduct interviews of Offerors to determine “best value”. The State reserves the right to limit interviews to the firms that submit the top three offers.

Subsequent Addenda will NOT be emailed to bidders; it is the responsibility of the bidder to check for addenda on the Cal eProcure website: <https://www.caleprocure.ca.gov/pages/index.aspx>

Delivery: Responses to this RFO must be mailed or hand delivered to the Procurement Official listed below. The EDD will not consider Offers submitted via fax or email, and will not accept, or be responsible for any Offers that are not delivered by the date and time indicated in the Key Action Dates. When mailing, it is suggested that Respondents use certified or registered mail, with return receipt requested. One (1) Master/Original, five (5) copies, and one USB flash drive of the entire Offer are required. **The cost table must be contained in a separate envelope with the USB flash drive.** The purpose of this USB flash drive is to serve as a backup for documents in the event that there is a dispute or discrepancy. Mail or deliver one (1) Master Copy (clearly marked), five (5) copies and one (1) USB Flash Drive of the RFO response clearly labeled “**EDD RFO #84395**” to the address indicated below:

<u>Regular Mail</u>	Employment Development Department 722 Capitol Mall, MIC 62-C Sacramento, CA 95814 Attn: Francisco Catano Martinez
<u>Hand Delivery:</u>	Employment Development Department, Contract Services Group 722 Capitol Mall, Lobby Room 1100 Sacramento, CA 95814 Attn: Francisco Catano Martinez
<u>Overnight and/or Express Delivery:</u>	Employment Development Department 722 Capitol Mall, NMIC 62-C Sacramento, CA 95814 Attn: Francisco Catano Martinez

Questions: All questions regarding the content of this RFO shall be submitted by email to the Procurement Official, and must be received by the date and time listed in the Key Action Dates, B. Last Day to Submit Questions. Please include the “EDD RFO #84395” in the email subject line and email questions to:

Francisco Catano Martinez at BOPSDContractsExternal@edd.ca.gov

As time is of the essence, questions submitted after the due date will be responded to at the State’s discretion. When review of the questions has been completed, all questions and answers will be provided via Cal eProcure via a Question and Answer Set.

TABLE OF CONTENTS

INVITATION	i
I. GENERAL INFORMATION.....	1
A. Background.....	1
B. Objective	1
C. Description of Services.....	1
D. Instructions to Respondents	2
E. Addenda.....	2
F. Terms and Conditions	3
G. Availability	3
H. Conflict of Interest and Follow-On Contracts Advisement	3
I. Contractor Minimum Qualifications	3
K. Material Deviations	4
L. Interviews	4
M. Public Records Act	4
N. Contractor Subcontracting Requirement.....	4
II. RESPONSE FORMAT	5
A. Introduction	5
B. Required Response Content	5
C. Response Guidelines	5
III. RESPONSE CONTENT AND FORMS	6
Attachment 1 Required Attachment Checklist.....	6
Attachment 2 Cover Letter	7
Attachment 3 Company Reference Form.....	8
Attachment 4 Resource Reference Form.....	10
Attachment 5 Resource Resume and Qualifications Matrix.....	12
Attachment 6 Narrative Technical Response	14
Attachment 7 Cost Table	15
Attachment 8 Payee Data Record (STD. 204)	16
Attachment 9 Certificate of Status – Secretary of State	17
Attachment 10 Certification Regarding Lobbying	18
Attachment 11 Disclosure of Lobbying Activities.....	19
Attachment 12 Certification Regarding Debarment,	21
Attachment 13 California Civil Rights Laws Certification	23
Attachment 14 Iran Contracting Act	24
Attachment 15 Bidder Declaration	25
Attachment 16 Commercial Useful Function (CUF) Certification.....	26
Attachment 17 Confidentiality Statement	28
Attachment 18 Employee Confidentiality Statement, DE 7410.....	29
Attachment 19 Indemnity Agreement.....	31
Attachment 20 Statement of Responsibility.....	32
Attachment 21 Worker’s Compensation Certification	33
Attachment 22 Form 700, Statement of Economic Interests	34

IV. EXHIBITS	35
Exhibit A Statement of Work	35
1. PURPOSE	35
2. PERIOD OF PERFORMANCE	35
3. AMOUNT OF CONTRACT	35
4. WORK LOCATION/HOURS	35
5. DESCRIPTION OF SERVICES	36
6. CONTRACTOR RESPONSIBILITIES	37
7. STATE RESPONSIBILITIES	38
8. DELIVERABLE ACCEPTANCE CRITERIA	38
9. CONSULTANT REQUIREMENTS AND REASSIGNMENT	39
10. CONSULTANT TASKS AND DELIVERABLES	40
11. UNANTICIPATED TASKS	44
12. DATA HANDLING AND SECURITY POLICIES	45
13. CONTRACTOR REQUEST FOR CONTRACT CHANGE	45
14. CONTRACTOR PARAMETERS	45
15. USE OF SUBCONTRACTORS	46
16. SECURITY	46
17. INSURANCE REQUIREMENTS	46
18. WORKERS' COMPENSATION INSURANCE	47
19. CONFIDENTIALTY AND NON-DEBARMENT	47
20. CONTRACTOR EVALUATIONS	47
21. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)	47
22. POINTS OF CONTACT	48
Exhibit A-1 Substitute Contractor Personnel Request Form	49
Exhibit A-2 Acronyms	50
Exhibit A-3 Glossary of Terms	51
Exhibit B Budget Detail And Payment Provisions	54
Exhibit B-1 Cost Table	56
Exhibit B-2 Work Authorization Process/Form	57
Exhibit B-3 Work Authorization Acceptance Form	60
Exhibit B-4 Deliverable Expectation Document (DED)	61
Exhibit B-5 Monthly Status Report	62
Exhibit B-6 Deliverable Acceptance Document	64
Exhibit C General Provisions-Information Technology	65
Exhibit D Protection of Confidentiality	66
Attachment D1 Confidentiality Agreement	69
Attachment D2 Indemnity Agreement	70
Attachment D3 Statement of Responsibility	71

Exhibit E Special Terms and Conditions72
Exhibit F Safeguarding Contract Language Administrative Requirements76
Exhibit G Safeguarding Contract Language for Technology Services78

This page intentionally left blank

I. GENERAL INFORMATION

A. BACKGROUND

The Employment Development Department (EDD) is in need of one (1) full-time Information Technology (IT) Consultant to provide lead data conversion preparation services for the EDD's Benefit Systems Modernization (BSM) project.

The EDD administers three multi-billion-dollar benefit programs: The Unemployment Insurance (UI), Disability Insurance (DI), and Paid Family Leave (PFL) programs that provide financial stability to workers and communities. To manage these programs, the EDD utilizes three independent, non-integrated benefit systems that all rely, to varying degrees, on an aging mainframe legacy system, as well as external sub-systems and components. The EDD's BSM project will modernize the EDD's existing benefit systems by implementing a single, integrated benefit system that provides customers a consistent, single portal into the EDD's services; and lower the cost to maintain a more agile and responsive solution for deployment of enhancements. The BSM project is currently in Stage 3 of the California Department of Technology's Project Approval Lifecycle (PAL).

Recognizing the current legacy data condition and the potential risks it could pose to the BSM project, the EDD formulated a data preparation mitigation strategy to address these data challenges before the new Benefit System is implemented. The mitigation strategy involves first establishing a project team specializing in data conversion to develop and execute a comprehensive data conversion plan that will identify, extract, transform, and migrate all the required data from the legacy systems to a common data storage for data quality analysis and cleanup. This common data storage or BSM Transition Database will serve as the primary source of data for the BSM solution implementation vendor. Data preparation for the BSM Project will involve at least five major data sources, a variety of underlying technologies, massive data volumes, and highly complex data. As of March 2018, the existing legacy system data profile (i.e., the total "depth" of all data contained) is over 11 billion records, the "breadth" of data includes over 9,260 data elements.

B. OBJECTIVE

The BSM's data conversion complexity and scale requires expert consultant services. Through the BSM PAL efforts thus far, the Project identified over 9,260 data fields across 6 unique databases containing over 11 billion rows of data that must be analyzed, documented, tested, cleansed, and staged for conversion into the BSM solution. Due to the highly specialized technical skills necessary to successfully prepare for a large-scale enterprise data conversion effort, the BSM requires data conversion consultant services to assist and guide the Department through this effort. Data conversion preparedness is critical to ensure the Department is ready immediately upon system integrator contract award to hand-off legacy data (in as clean of a state as possible) for conversion activities into the new Benefit System.

C. DESCRIPTION OF SERVICES

The purpose of this Request for Offer (RFO) is to elicit responses to acquire one (1) full-time Senior Technical Lead to provide lead data preparation services for the BSM project. The high-level Tasks and Deliverables that the selected Contractor must perform are described in the Statement of Work (SOW), Exhibit A.

All tasks and activities shall be performed in accordance with applicable EDD standards and conventions. These are predicated on Institute of Electrical and Electronics Engineers (IEEE) standards (or equivalent standard that is substantially similar). At a minimum, IEEE Standards 1012-2012 (Software Verification and Validation) and IEEE 12207-2008 (Software Life Cycle Processes) shall be applied.

D. INSTRUCTIONS TO RESPONDENTS

This RFO contains the unique requirements that Respondents must meet in order to submit a Responsive Offer. It provides information regarding the format in which all Offers must be submitted, materials to be included, requirements that must be met to be eligible for consideration, and the Contractor's responsibilities.

The EDD will review responses to this RFO on the basis of "best value" to the State. "Best value" to the State is an award based on the Offer that best meets or potentially exceeds the State's administrative, business, and technical requirements at the most reasonable overall cost to implement and operate.

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFO, the Respondent should immediately notify the Procurement Official in writing and request clarification or modification of the document.

During the RFO review process, the State reserves the right to ask clarifying questions of Respondents for the purpose of clarifying ambiguities or errors contained in the Offer. The State will advise the Respondents, in writing, of the documentation required and the timeline for submission, if applicable. The State reserves the right to reject any and all Offers received, if determined that it is in the State's best interest to do so.

In order to submit a Responsive Offer, and be afforded the benefits of the steps included in this RFO, the Respondent **must** take the responsibility to:

- 1) Carefully read the entire RFO and instructions contained within prior to submitting an Offer;
- 2) Submit questions in a timely manner, in accordance with the Key Action Dates contained in the Invitation Letter, if clarification is necessary;
- 3) Make sure that all procedures and requirements of the RFO are accurately followed and appropriately addressed; and
- 4) Submit a complete Offer containing all required documentation by the date and time indicated. Failure to respond completely and timely to all portions of this RFO, and any subsequent Addenda, may be grounds for disqualification of the Offer (if deemed material in nature).

All costs for developing Offers are entirely the responsibility of the Respondent and shall not be chargeable to the EDD.

E. ADDENDA

The State may modify any part of the RFO, as a result of questions or other reasons, prior to the Offers due date, by issuance of one or more Addenda. Addenda will be numbered consecutively and sent to all firms on the prospective Respondent's list and to those who requested the RFO. Respondents will have 5 business days to submit questions to the Procurement Official regarding any changes contained in the Addendum after its release. Please note that verbal information will not be binding upon the EDD unless such information is issued in writing as part of a Question and Answer Set or official Addendum.

Failure to respond completely and timely to all portions of this RFO, and any subsequent Addenda, may disqualify the prospective Contractor's Offer (if deemed material in nature).

F. TERMS AND CONDITIONS

By submitting an Offer, the Company agrees to meet the requirements, terms and conditions as stated in this RFO, and the Contractor's IT MSA contract.

This RFO and the selected Contractor's Offer will be attached, and incorporated by reference, into the resulting Contract. The selected Contractor's IT MSA contract, by reference, will also be made part of the Contract resulting from this RFO. The Contract will be governed by, and shall incorporate, the terms and conditions of the selected Contractor's IT MSA contract.

G. AVAILABILITY

The selected Contractor must be able to meet the requirements of this RFO and be available to perform services no more than ten (10) calendar days after the Contract award date specified in Table 1, Key Action Dates of the Invitation Section. If personnel offered by the selected Contractor leave the Contractor's firm, or are otherwise unable to fulfill their role in this Contract, they must be replaced with a comparably-qualified IT Consultant who meets or exceeds the minimum qualifications as stated within this RFO. All replacement personnel are subject to prior approval by the EDD. The selected IT Consultants must be available to work on a full-time basis at the EDD Sacramento Headquarters office location.

H. CONFLICT OF INTEREST AND FOLLOW-ON CONTRACTS ADVISEMENT

No person, firm, or subsidiary thereof, who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant who contracts with the State to develop and provide formal recommendations for the acquisition of IT products or services is precluded from contracting for any work recommended in the formal recommendation.

I. CONTRACTOR MINIMUM QUALIFICATIONS

1. Experience	The Contractor must possess a minimum of seven (7) years of broad and extensive large project experience performing work that is <i>similar in nature</i> (size and complexity) to that described in Exhibit A, SOW.
2. Use of Subcontractors	Any subcontractor that the Prime Contractor chooses to use in fulfilling the requirements of the Agreement, and which is expected to receive more than ten percent (10%) of the value of the Agreement, must also meet all contractual, administrative, and technical requirements of the contract.
3. IT MSA	The Contractor shall have a current IT MSA contract with the State Department of General Services (DGS). The Contractor must provide a complete copy of the IT MSA contract with their Offer. The prices offered by the Contractor must be equal to or lower than the prices stated in the IT MSA contract.
4. Statement of Economic Interest	The Contractor, if awarded a contract, must complete and submit a Statement of Economic Interest, Form 700, as required by California Government Code, Section 87200.

K. MATERIAL DEVIATIONS

Offers submitted under improperly marked covers may be rejected. If a discrepancy is found between two or more copies of the response, the Offer may be rejected if the discrepancy is deemed material in nature. If one copy of the Offer is not clearly marked "Master Copy", the State may determine whether to reject the Offer or allow one copy to be used as the Master Copy immediately after opening. However, if not rejected, the Master Copy will prevail and provide the basis for resolving the discrepancy.

L. INTERVIEWS

The EDD may opt to conduct interviews with up to the top three (3) Respondent's and points will be assigned. The EDD has allowed time in the schedule for this purpose and prospective consultant should avail themselves to participate on the dates mentioned in Table 1, Key Action Dates of the Invitation Section. All interview questions will be directed to the Respondent's proposed Consultant only; the Respondent is not part of the interview process unless the Respondent and the Consultant are one and the same person. The State requires the proposed Consultant identified in the response to be present and participate in the interview. The purpose of the interview will be to assess the proposed Consultant's qualifications and experience and their interpersonal and communication skills.

M. PUBLIC RECORDS ACT

Upon award, all documents submitted in response to this RFO become property of the State of California and will be regarded as public records under the California Public Records Act (PRA), pursuant to Government Code, Section 6250, et seq.

N. CONTRACTOR SUBCONTRACTING REQUIREMENT

Any subcontractor that the Contractor chooses to use in fulfilling the requirements of the Contract, and which is expected to receive more than ten percent (10) of the value of the Contract, must also comply with the same State and Federal requirements and provisions as the Prime. Reference contacts cannot be individuals currently working for the Contractor whom the subcontractor would support for this response.

II. RESPONSE FORMAT

A. INTRODUCTION

These instructions prescribe the mandatory response format and approach for the development and presentation of data. Format instructions must be adhered to, all requirements and questions in the RFO must be responded to, and all requested data must be supplied.

B. REQUIRED RESPONSE CONTENT

The EDD will review the Respondent's Offer in order to validate that the Respondent submitted a complete response. Absence of any required information may result in the response being deemed non-responsive and may be cause for rejection.

A complete response is defined as submitting all items on the Attachment 1, Required Attachment Checklist. The Contractor must submit one (1) Master (clearly marked), five (5) copies and one (1) USB drive of the entire RFO response clearly labeled "EDD RFO #84395".

All responses will be provided in a format compatible with the EDD standard applications (i.e., Microsoft Office) single-spaced, using a typeface of Arial 11 or 12 pitch font. The current standard applications include: Microsoft (MS) Windows 7, Microsoft Office Professional (includes Outlook) 2013, Visio 2013, and MS Project 2013. Responses shall be on standard letter-sized (8 ½" x 11") paper. Hard-copy Offers presented using section separation tabs are desired. Fancy paper and bindings are not required and will not glean the Respondent extra points for presentation.

C. RESPONSE GUIDELINES

This RFO and the Respondent's Offer will be made a part of the Contract. Offers must contain all data/information requested and must conform to the format described in this RFO. It is the Respondent's responsibility to provide all required data, and any other information deemed necessary, to enable the State Evaluation Team to determine and verify the Respondent's ability to perform the tasks and activities defined in the RFO's SOW, Exhibit A.

During the RFO review process, the State reserves the right to ask clarifying questions of Respondents for the purpose of clarifying ambiguities or errors contained in the Offer. The State will advise the Respondents, in writing, of the documentation required and the timeline for submission, if applicable.

III. RESPONSE CONTENT AND FORMS

ATTACHMENT 1 REQUIRED ATTACHMENT CHECKLIST

Please complete the checklist below to confirm that all items are contained with the Offer. Place a check mark (✓) next to each item being submitted. For the Offer to be responsive, all required documents must be submitted in the order listed below. **The need to verify that all documentation is submitted with the Offer cannot be overemphasized, as failure to submit all required documents referenced on this checklist may cause the Offer to be rejected.** This checklist shall be returned along with the RFO response package.

One (1) Master (clearly marked), five (5) copies, and one (1) USB drive of the entire Offer are required. An electronic copy of the entire Offer via a USB drive shall be contained in a separate envelope and included with the Cost Table. The purpose of this USB drive is to serve as a backup for documents in the event that there is a dispute or discrepancy.

All pages shall be sequentially numbered and all elements must follow the sequential order presented below:

CHECK (✓)	#REFERENCE LOCATION	DOCUMENT NAME / DESCRIPTION	REQUIRED
	Attachment 1	Required Attachment Checklist	YES
	Attachment 2	Cover Letter	YES
	Attachment 3	Company Reference Forms (three per company)	YES
	Attachment 4	Resource Reference Forms (two per resource)	YES
	Attachment 5	Resource Resume and Qualifications Matrix	YES
	Attachment 6	Narrative Technical Response	YES
	Attachment 7	Cost Table (separate envelope with USB drive)	YES
	Attachment 8	Payee Data Record (STD 204)	YES
	Attachment 9	Certificate of Status, Secretary of State's Office	YES
	Attachment 10	Certification Regarding Lobbying	YES
	Attachment 11	Disclosure of Lobbying Activities	YES
	Attachment 12	Certification Regarding Debarment	YES
	Attachment 13	California Civil Rights Laws Certification	YES
	Attachment 14	Iran Contracting Act	YES
	Attachment 15	Bidder Declaration	YES
	Attachment 16	Commercial Useful Function (CUF) Certification	YES
	N/A	Copy of IT Consulting Services MSA contract	YES
	Attachment 17	Confidentiality Statement*	Upon Award
	Attachment 18	Employee Confidentiality Statement (DE 7410)*	Upon Award
	Attachment 19	Indemnity Agreement*	Upon Award
	Attachment 20	Statement of Responsibility*	Upon Award
	Attachment 21	Workers' Compensation Certification*	Upon Award
	Attachment 22	Form 700 - FPPC Statement of Economic Interests*	Upon Award

*Items are due upon contract award.

ATTACHMENT 2
COVER LETTER

The Respondent's Offer must include a **cover letter** substantiating the Respondent's acknowledgement and acceptance of all RFO requirements.

The cover letter must include the following:

1. A statement indicating that the signer is authorized to bind the company contractually.
2. A statement explaining that the Respondent meets the Minimum Qualifications (MQs), as described in the RFO and the IT MSA MQs.
3. A statement that the Respondent understands and commits to fulfilling all services described in the SOW, Exhibit A, Contractor Minimum Qualifications table (Item I listed in Section I, General Information), and agrees to provide goods and/or services within the timeframes specified for each deliverable.
4. A statement to affirm that the Respondent agrees to the IT MSA Terms and Conditions and attests that they have read and will comply with the requirements set forth in this RFO without change or modification.
5. A statement of assurance from the Respondent that, if awarded the Contract, they will provide liability and worker's compensation insurance certificates.
6. A statement that the Respondent, if awarded the Contract, will complete and submit a Statement of Economic Interest, Form 700, as required by California Government Code, Section 87200.
7. A signature block indicating the:
 - a) Title or position that the signer holds in the firm.
 - b) Signer's contact information including phone, fax, e-mail, and address.
 - c) Original signature of the signer.

The cover letter must NOT contain any cost information.

ATTACHMENT 3
COMPANY REFERENCE FORM
 (Page 1 of 2)
(Three Company References Required)

1 RESPONDENT (R) COMPLETES THIS SECTION

PART 1A: INSTRUCTIONS TO RESPONDENT

Three (3) company references are required for services completed within the past fifteen (15) years. Company references must be from separate projects. One of the three references may be for an ongoing project. Projects should be similar in scope and nature to the services described in Exhibit A, Statement of Work and defined as having a total project budget of at least \$5 million.

- a) The Respondent completes Section 1 of the form, and then sends the entire form to the identified company reference.
- b) Company references may not include employers or employees currently working for the Respondent, and only one reference may be an EDD employee.
- c) All company references must contain signatures. The Respondent may request to have the company reference sign in blue ink and submit a scanned copy of the form. Failure to provide the required number of signed company references may be cause for rejection of the entire Offer.
- d) The state reserves the right to contact company references for validation purposes if necessary.
- e) Once the company reference has completed Section 2 of the form, including the requisite signature, and returned it to the originating Respondent, the form must be submitted with Offer (one form per company reference).
- f) **IMPORTANT:** An incomplete or unsigned company reference may be cause for rejection.

Subcontracting Requirements – Any subcontractor(s) that the Respondent engages to fulfill the requirements of this Contract, which is expected to receive more than ten percent (10%) of the value of the Contract, must also submit three company references.

PART 1B: INFORMATION REGARDING THE COMPANY BEING EVALUATED **R**

Company Name	
Company Contact Name	
Company Contact Title	
Company Address	
Company Phone #	
Company E-mail Address	

PART 1C: INFORMATION REGARDING THE REFERENCE PROVIDING THE EVALUATION **R**

Reference Company Name	
Reference Name	
Reference Title	
Reference Company Address	
Reference Phone #	
Reference E-mail Address	

**ATTACHMENT 3
COMPANY REFERENCE FORM
(Page 2 of 2)**

COMPANY REFERENCE (CR) COMPLETES THIS SECTION

PART 2A: INSTRUCTIONS TO COMPANY REFERENCE												
<p>Note to Company Reference: The Company (Respondent) listed in Part 1 is providing you this company reference form to verify your overall satisfaction of their performance. The Company (Respondent) will earn points on their Offer based on your evaluation of their performance. Performance will include scheduling, execution, quality of personnel, coordination, communication, and the final outcome.</p> <p>Step 1: The Company Reference completes the information in Part 2 of the form. Step 2: Sign and Date the Form. Step 3: Return the completed Company Reference Form to the originating Respondent.</p>												
PART 2B: INFORMATION REGARDING THE REFERENCE PROVIDING THE EVALUATION												CR
Project Start Date												
Project End Date												
Total Project Budget(\$)												
Total Amount of Internal and External System Users												
PART 2C: REFERENCE DESCRIBES SERVICES PERFORMED BY THE COMPANY												CR
<i>Provide a brief description of the services performed by the Respondent company.</i>												
PART 2D: REFERENCE EXPLAINS THEIR ROLE WITH RESPECT TO THE COMPANY												CR
<i>Provide an explanation of your role with respect to the Respondent company.</i>												
PART 2E: REFERENCE RATES COMPANY'S PERFORMANCE AND ABILITIES												CR
<i>Performance Factor</i>	<i>Points Awarded</i>											
	<i><----- Lowest to Highest -----></i>											
	-10	0	1	2	3	4	5	6	7	8	9	10
1. The Company provided qualified individuals.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The Company resolved issues in a timely manner.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The Company completed the Project within the budget.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The Company completed the Project within the timeframe.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. What was your overall satisfaction with the Company?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Would you hire this Company again?	<input type="checkbox"/>	<input type="checkbox"/>										
	NO	YES										
TOTAL POINTS FOR ALL STATEMENTS (LINES 1-6 ABOVE)												
PART 2E: COMPANY REFERENCE SIGNATURE												CR
<i>By signing this form below, the Reference is certifying that all information provided in Part 2 of this form is correct. During the specific project or service, I was the functional manager of the Project.</i>												
SIGNATURE (PLEASE SIGN IN BLUE INK)						DATE SIGNED						
Printed Name:												
Title:						Phone:						

Attach additional pages as needed.

ATTACHMENT 4
RESOURCE REFERENCE FORM
(Page 1 of 2)

(Two Resource References are required per resource)

1 RESPONDENT COMPLETES THIS SECTION

PART 1A: INSTRUCTIONS TO RESPONDENT	
<p>Two (2) resource references are required for services completed within the past fifteen (15) years. Resource references must be from separate projects. One of the two references may be for an ongoing project. Projects should be similar in scope and nature to the services described in Exhibit A, Statement of Work and defined as having a total project budget of at least \$5 million.</p>	
<p>a) The Respondent completes Section 1 of the form, and then sends the <u>entire</u> form to the identified resource reference.</p>	
<p>b) Resource references may not include employers or employees currently working for the Respondent, and only one resource reference may be an EDD employee.</p>	
<p>c) All resource references must contain signatures. The Respondent may request to have the resource reference sign in <u>blue</u> ink and submit a scanned copy of the form. Failure to provide the required number of signed references per resource may be cause for rejection of the entire Offer.</p>	
<p>d) The state reserves the right to contact references for validation purposes if necessary.</p>	
<p>e) Once the resource reference has completed Section 2 of the form, including the requisite signature, and returned it to the originating Respondent, the form must be submitted with Offer (one form per resource reference).</p>	
<p>f) IMPORTANT: An incomplete or unsigned reference may be cause for rejection.</p>	

PART 1B: INFORMATION REGARDING THE RESPONDENT		R
Respondent Contact Name		
Respondent (Company) Name		
Respondent Address		
Respondent Phone #		
Respondent E-mail Address		

PART 1C: INFORMATION REGARDING THE RESOURCE BEING EVALUATED		R
Resource Name		
Title of Resource		

PART 1D: INFORMATION REGARDING THE REFERENCE PROVIDING THE EVALUATION		R
Reference Name		
Reference Company Name		
Reference Company Address		
Reference Phone #		
Reference E-mail Address		

PART 1E: DESCRIPTION OF RESOURCES' RELEVANT EXPERIENCE		R
<p><i>Please copy/paste the exact description from the resource resume. For each experience, also provide the following:</i></p> <ul style="list-style-type: none"> • <i>Workplace:</i> • <i>Project Name:</i> • <i>Time Period:</i> • <i>Total Project Budget:</i> • <i>Number of System Users:</i> 		

**ATTACHMENT 4
RESOURCE REFERENCE FORM
(Page 2 of 2)**

RESOURCE REFERENCE (RR) COMPLETES THIS SECTION

PART 2A: INSTRUCTIONS TO REFERENCE					
Step 1: The Resource Reference completes the information in Part 2 of the form.					
Step 2: Sign and Date the Form.					
Step 3: Return the completed Resource Reference Form to the originating Respondent.					
PART 2B: REFERENCE VAILIDATES RESOURCES' RELEVANT EXPERIENCE					RR
<i>Can you validate that the identified resource performed the services described in Part 1E? Yes or No? If No, please explain.</i>	<input type="checkbox"/>	YES			
	<input type="checkbox"/>	NO	If No, explain:		
PART 2C: REFERENCE VAILIDATES WORK RELATIONSHIP TO RESOURCE					RR
<i>During this specific project or service, my work relation to the individual was as the functional manager of the Project. Yes or No? If No, please explain.</i>	<input type="checkbox"/>	YES			
	<input type="checkbox"/>	NO	If No, explain:		
PART 2D: REFERENCE RATES RESOURCES' PERFORMANCE AND ABILITIES					RR
Rating System Legend					
100 points = Excellent	Resources' performance & abilities were outstanding & of excellent quality during engagement.				
80 points = Good	Resources' performance & abilities were above average during engagement.				
60 points = Average	Resources' performance & abilities were average during engagement.				
20 points = Poor	Resources' performance & abilities were below average during engagement.				
0 points = No Value	Resources' performance & abilities were unsatisfactory during engagement.				
References' Evaluation					
<i>Performance and Ability Statements</i>				<i>Points Awarded</i>	
	0	20	60	80	100
7. Rate the individual's performance during this engagement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Rate the individual's ability to perform contractually required work in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Rate the individual's verbal and written communication skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Rate the individual's ability to engage in positive working relationships with other coworkers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Rate the individual's knowledge in the required areas of expertise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL POINTS FOR ALL STATEMENTS (LINES 1 – 5 ABOVE)					
PART 2E: REFERENCE SIGNATURE					RR
<i>By signing this form below, the Reference is certifying that all information provided in Part 2 of this form is correct.</i>					
SIGNATURE (PLEASE SIGN IN BLUE INK)			DATE SIGNED		
Printed Name:					
Title:			Phone:		

Attach additional pages as needed.

ATTACHMENT 5
RESOURCE RESUME AND QUALIFICATIONS MATRIX
(PAGE 1 OF 2)
(One Matrix is required per Resource Resume)

The following table lists the projected resource classification(s) and number of resources which will be performing services. All resources are projected only for evaluation purposes. Each resource listed below must work on a full-time basis. Full-Time Equivalent (FTE) is estimated to be approximately 1920 hours annually. FTE is also considered 40 hours per workweek.

The EDD reserves the right to modify the classifications and/or number of resources based on potential changes to existing solutions or implementation of new technologies as the project progresses without the need for a formal amendment.

Proposed Resource Classification	Number of Resources
Senior Technical Lead	1

The Consultant(s) must possess, at a minimum, the experience, knowledge, skills, abilities, and certifications listed in Column A on the following table to be considered responsive to this RFO. Items in Column B will be assigned points.

If awarded a contract, any substitute resources must also meet or exceed the mandatory Minimum Qualifications (MQs), as specified in Exhibit A, the Statement of Work.

For each experience requirement that is met by the resource's work on the referenced project, specify the number of full-time month equivalent experience that the resource accrued on the referenced project. For each period in which the Resource person performed work applicable to the claimed experience for a minimum of twenty (20) work days of a minimum total of 140 hours (the minimum required to represent working full-time), the Resource accrues one (1) full-time month equivalent experience. To calculate and report the full-time month equivalents experience for a Resource who worked part-time (partial) on a referenced project, use the following calculation:

If the Resource worked half ($\frac{1}{2}$) time on a referenced project, experience should be pro-rated to one-half ($\frac{1}{2}$) or 0.5 month full-time month equivalent experience for each period in which the Resource worked a minimum of seventy (70) hours over twenty (20) State Business Days in a month.

For each experience requirement that the Resource's work on a referenced project addresses, report the total number of full-time month equivalents' experience the Resource's work represents using the calculations as previously described in this section.

IMPORTANT: All experience used for these MQs and Desirable Qualifications must have occurred within the last fifteen (15) years on a large-scale IT project. Large-scale is defined as similar in scope and nature to the services described in Exhibit A, Statement of Work and defined as having a total project budget of at least \$5 million.

ATTACHMENT 5
RESOURCE RESUME AND QUALIFICATIONS MATRIX
(PAGE 2 OF 2)

The proposed Consultant resource resume(s) must include at a minimum: a) the resource job title, b) job description, c) dates of performance, d) detailed description of duties performed, and e) employee reference contact information. The Respondent must provide enough detail for the proposed resource(s) to be evaluated. If an individual worked on overlapping projects, the percentage of time spent on a project must be identified on the resume. The State reserves the right to contact the Respondent(s) and/or investigate each resume thoroughly to validate the information provided.

Classification: Senior Technical Lead / Proposed Individual's Name: _____				
	A		B	
	Mandatory Qualifications (Pass/Fail)	Page # on Resume	Desirable Qualifications (Scored)	Page # on Resume
1)	A minimum of seven (7) years of experience aligning IT systems with organizational business processes on a large scale IT project(s)*.		Ten (10) years or more of experience aligning IT systems with organizational business processes on a large scale IT project(s)*.	
2)	A minimum of four (4) years of experience in a lead capacity on a large scale IT Project.		Six (6) years or more of experience in a lead capacity on a large scale IT Project.	
3)	Possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.		Possession of a Master's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.	
4)	A minimum of three (3) years of relational database experience working with SQL Server using Structured Query Language (SQL).		Five (5) or more years of experience working with SQL Server, Oracle, and/or DB2 relational databases , using Structured Query Language (SQL) and other data manipulation skills.	
5)	A minimum of three (3) years of experience managing a large data migration project(s) **, including client engagement and database design (physical and logical data models).		Five (5) or more years of experience managing a large data migration project(s) **, including client engagement, database design, and database security.	
6)	A minimum of three (3) years of experience performing Extract, Transform, and Load (ETL) from multiple disparate data sources, including data conversion analysis and data cleansing.		Five (5) or more years of experience performing Extract, Transform, and Load (ETL) from multiple disparate data sources including data conversion analysis (e.g. determining convert versus do not convert data) and data cleansing, using SQL Server Integration Services, Informatica PowerCenter, and/or Oracle Data Integrator tools.	
7)	A minimum of two (2) years of experience working on data migration validation/testing and test management.		Four (4) or more years of experience working on data migration validation/testing and test management.	
8)			Three (3) years of experience authoring complex technical documentation.	
9)			Four (4) or more years of object-oriented programming experience using C# and/or Java.	
10)			Two (2) or more years of experience working with mainframe data storage VSAM files.	
11)			Two (2) or more years of experience working with Embarcadero Data Architect data modeling tools.	

*Large scale IT Project(s) is defined as similar in scope and nature to the services described in Exhibit A, Statement of Work and defined as having a total project budget of at least \$5 million

Large data migration project(s) is defined as a minimum of **one billion (1B) records migrated.

ATTACHMENT 6
NARRATIVE TECHNICAL RESPONSE

The Respondent shall provide a Narrative Technical Response (NTR) for each of the items outlined below. The EDD is interested in Offers that provide well-organized, comprehensive, and sound business solutions. Vague explanations will undermine the Respondent's credibility and result in lower scores. The EDD seeks a detailed description of how the Respondent will meet the contractual requirements to ensure successful performance.

The Respondent shall cite successful efforts and personal experience related to each NTR item, and include a description of standards and methods used, documents and technical artifacts produced, deliverables completed, and measures used to gauge effectiveness.

1. Data conversion discovery and planning

Based on the Exhibit A, Statement of Work (SOW) table 1, the Respondent shall describe how the consultant's expertise and experience will be leveraged for 'Data Conversion Discovery and Planning'. Respondent shall describe their expertise in data analysis, data cleansing, data reverse engineering working on data conversion with organizations on projects) comparable in size, complexity, and scope of the BSM project. Respondent shall also describe their experience handling and protecting Personally Identifiable information (PII), Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA) and Federal Tax Information (FTI).

2. Conversion database design and architecture of the conversion programs

The Respondent shall describe the methodology that will be used for designing the database that can hold and integrate large volumes of data from disparate sources. The Respondent shall describe their approach for planning, developing, testing, executing and resolving the issues with the conversion programs. The Respondent shall also describe the tools and technologies that will be used for the design and architecture of the conversion programs, including their experience and expertise with each tool.

3. Leading large matrix teams

The Respondent shall describe their experience and approach leading, directing, delegating and coordinating large matrixed project teams that include both contractors and State staff.

ATTACHMENT 7
COST TABLE

The Respondent shall complete and submit the **Cost Table below**. The Respondent shall complete the estimated hours (Column B), hourly rate (Column C), and item total (Column D) for the proposed resource services. For RFO review purposes, there shall be no less than one full-time IT Consultant assigned to complete the effort. The basis of award will be the cumulative total found in the bottom row (Row E3, Column D).

The IT Consultant(s) identified to perform the tasks described in Exhibit A, SOW, must be able to work full time (up to 200 hours per month) for the term of the Contract. All hours provided are projected only.

A		B	C	D
High Level Tasks and Deliverables		Estimated Hours	Hourly Rate*	Item Total (B x C = D)
A)	Data Conversion Discovery and Planning			
A.1	Data Conversion Work Plan		\$	\$
A.2	Data Conversion Preparation Plan		\$	\$
A.3	Conversion Environment Architecture		\$	\$
A.4	Data Quality Assessment Report		\$	\$
A.5	Monthly Status Report			
B)	Data Conversion Design, Build & Test Analysis and Design			
B.1	Data Conversion Program Design Specifications		\$	\$
B.2	Data Conversion Runbooks		\$	\$
B.3	Data Conversion Programs		\$	\$
C)	Data Conversion Reporting			
C.1	Data Validation and Reconciliation Reports		\$	\$
C.2	Data Cleansing Report		\$	\$
D)	Data Conversion / Preparation Execution			
D.1	Converted Data in Transition Data Store		\$	\$
D.2	Trial Conversion Data Validation		\$	\$
D.3	Data Conversion Knowledge Transfer		\$	\$
D.4	BSM Solution Provider Support		\$	
E1	Total	9000		\$
E2	Unanticipated Tasks and Deliverables (10% of Total)	900		\$
E3	Grand Total	9,900		\$

* The Consultant's hourly rate may not exceed the current MSA rate.

The Respondent shall complete the unshaded cells in columns B, C, and D above. The Respondent may not make changes to the quantities above in the green-shaded cells. The number of total hours must not exceed those indicated in rows E1, E2 and E3. All hours in the above table are projected only for evaluation purposes and based on the State's ability to anticipate project needs. The State reserves the right to exchange the actual number of hours projected in each category as needed without the need for an amendment. However, the total amount may not exceed that indicated in row E3, in column D without an amendment. Note: The EDD reserves the right to make mathematical corrections or ask for clarification during the any phase of the RFO evaluation process.

ATTACHMENT 8
PAYEE DATA RECORD (STD. 204)

Download the Payee Data Record (STD 204) form from the Department of General Services Internet website: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 9
CERTIFICATE OF STATUS – SECRETARY OF STATE

In order to be awarded a contract, each Corporation, Limited Liability Company (LLC) and Limited Partnership (LP) must be registered with the California Secretary of State's (SOS) Office. The Certificate of Status issued by the Secretary of State's Office must be included with the Offer. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: 916-657-5251

Required document information may be obtained via the link below to access the *Instructions for Completing the Business Entities Records – Order Form*.
<http://bpd.cdn.sos.ca.gov/pdf/be-records-requests.pdf>

Per the California SOS website, information relating to a business entity of record with the California Secretary of State may be obtained by completing both pages of the Business Entities Records Order Form. Attach a check made payable to the Secretary of State for the appropriate amount or an amount "not to exceed" a specified amount written below the amount payable line, and submit your request:

- **By mail**, along with a self-addressed envelope, to:

Secretary of State, Certification and Records
P.O. Box 944260
Sacramento, CA 94244-2600

- **In person (drop off)**, to:

Secretary of State's Sacramento office
1500 11th Street, 3rd Floor
Sacramento, CA 95814

*A special handling fee of \$10.00 per entity is applicable for any information requested over the counter except status reports.

Note: Information requests are processed only in the Secretary of State's Sacramento office. For current processing times, go to <http://www.sos.ca.gov/business/be/processing-times.htm>.

ATTACHMENT 10
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization	Program/Title
---------------------------------	---------------

Name and Title of Authorized Signatory

Signature	Date
-----------	------

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per 29 CFR 93.110).

ATTACHMENT 11
DISCLOSURE OF LOBBYING ACTIVITIES
(Page 1 of 2)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year_____ quarter_____ date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____
Congressional District, if known: _____		Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: CFDA Number, if applicable: _____ \$ _____	
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____	b. Individual Performing Services (include address if different from No. 10a.) (last name, first name, MI): _____	
(attach Continuation Sheet (s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated on Item 11: _____		
(attach Continuation Sheet (s) SF-LLL-A, if necessary)		
15. Continuation Sheet (s) SF-LLL-A attached:	Yes	No
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____	
	Date: _____	

ATTACHMENT 11
DISCLOSURE OF LOBBYING ACTIVITIES
(Page 2 of 2)

(INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES)

This disclosure form shall be completed by the reporting entity, whether subawardee 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. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 3). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitment.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 3 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFD-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

ATTACHMENT 12
**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
(Page 1 of 2)

This certification is required by the regulations implementing Executive Order, 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, and participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS WHICH ARE AN INTEGRAL
PART OF THE CERTIFICATION.)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this Offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Offer.

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 12
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
(Page 2 of 2)

(INSTRUCTIONS FOR CERTIFICATION)

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules and implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions,” without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 13
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENT 14
IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

ATTACHMENT 15
BIDDER DECLARATION
(GSPD-05-105 AND GSPD-05-106)

These forms are located on the Department of General Services (DGS) website.

The Bidder Declaration form provides suppliers that submit responses to a competitive solicitation or a Request for Offers (RFO) a means to be compliant with subcontractor requirements and helps to make the State aware of a subcontractor's status.

There are two versions of the Bidder Declaration.

Click here to access the Bidder Declaration (GSPD-05-105 Written Version)

<https://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf>

Click here to access the Bidder Declaration (GSPD-05-106 Verbal Version)

<https://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclarVerbal08-09.pdf>

When utilizing the verbal GSPD-05-106 form, it must be signed by the Prime provider.

ATTACHMENT 16
COMMERCIAL USEFUL FUNCTION (CUF) CERTIFICATION
(Page 1 of 2)

All suppliers, including subcontractor(s), that are doing business with the State and are certified as a SB and/or DVBE, must perform a CUF and shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE). Attachment 16 shall be completed and included in the Response. *(If the Respondent is not a SB/DVBE and is not subcontracting with a SB/DVBE, please place "N/A" on the document and submit as part of the Response.*

**ATTACHMENT 16
COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION
(Page 2 of 2)**

Respondent Name: _____

Subcontractor Name (submit one form for each SB/DVBE): _____

Mark all that apply: DVBE: Small Business: Micro Business: N/A:

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract/Purchase Order (PO) award consideration.

1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with NO goods involved, check N/A and go to #5.	Yes <input type="checkbox"/>	No <input type="checkbox"/> or N/A <input type="checkbox"/>
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If the answer to any of the five (5) questions is "NO" except for #4 when marked with "N/A", may result in your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Respondent is not claiming a Small Business or DVBE, indicate "Not claiming a preference" in the box below.

At the State's option prior to award, Respondents may be required to submit additional written clarifying information.

By signing this form, the undersigned Respondent certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

Respondent Signature: _____

Respondent Printed Name and Title: _____

ATTACHMENT 17
CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, who has authority to bind the company, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to EDD RFO #84395 or in conjunction with any contract arising therefrom. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that, if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

Signature of representative/date

Typed name of representative

Typed name of company

ATTACHMENT 18
EMPLOYEE CONFIDENTIALITY STATEMENT, DE 7410
(Page 1 of 2)



Employee Confidentiality Statement

I, _____ an employee of _____
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that confidential information is protected from disclosure by law, regulation, and policy. I further acknowledge that protecting confidential information is in the public's interest, the state's interest, and my own personal interest.

I, _____ acknowledge that I have completed the required security awareness training and reviewed the confidentiality and data security requirements of the Employment Development Department and/or of my organization.
INITIALS

I, _____ acknowledge that as a State employee, supplemental employee, or contractor I am required to know whether information I have been granted access to is classified as sensitive, personal or confidential.
INITIALS

I, _____ acknowledge that wrongful access, inspection, use, or disclosure of confidential information is a crime under state and federal laws, including but not limited to: California Government Code §15619; California Revenue and Taxation Code §19542, §19542.1, and §19552; California Penal Code §502; California Unemployment Insurance Code §1094, §2111, and §2714; California Civil Code §1798.53 and §1798.55; California Motor Vehicle Code §1808.45 and §1808.46; Health Insurance Portability and Accountability Act, and Internal Revenue Code §6103, §7213, §7213A and §7431.
INITIALS

I, _____ acknowledge that wrongful access, inspection, use, disclosure, modification, removal, or destruction of confidential information can result in administrative disciplinary action—including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, or dismissal from state service*—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.
INITIALS

I, _____ agree to protect the following types of confidential information:
INITIALS

- Tax account information
- Taxpayer and feepayer information
- Medical Information
- Claimant and employer information
- California Driver License Information
- Information about individuals that relates to their personal life or identifies or describes an individual
- Internal Revenue Service's confidential and proprietary information
- Other agencies' confidential and proprietary information
- Criteria used for initiating audit selection
- Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
- Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract

I, _____ agree to protect confidential information by:
INITIALS

- Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
- Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
- Securing confidential information in approved locations
- Destroying confidential information by approved methods
- Never removing confidential information from my work site without authorization
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media

CERTIFICATION

I expressly consent to the monitoring of my access to computer-based sensitive, personal, or confidential information by the Franchise Tax Board, the Employment Development Department, the State Board of Equalization, the Department of Motor Vehicles, and any other State agency designated by them.

I certify that I understand information security is strictly enforced and wrongful access, inspection, use, modification, disclosure, removal, or destruction of sensitive, personal, or confidential information is punishable as a crime and/or can result in disciplinary and/or civil action taken against me.

I certify that I completed the required security awareness training and have read and fully understand this confidentiality statement and have been provided the Information Security Requirements for Employees with Access to Confidential Information pamphlet, DE 7420.

EMPLOYEE/CONTRACTOR NAME (PRINT)	SIGNATURE	DATE
EMPLOYER (PRINT STATE AGENCY/COMPANY NAME)		

I certify that I reviewed and discussed this Confidentiality Statement with the employee named above and answered all questions

SUPERVISOR'S NAME (PRINT)	
SUPERVISOR'S SIGNATURE	DATE

ATTACHMENT 18
EMPLOYEE CONFIDENTIALITY STATEMENT, DE 7410
(Page 2 of 2)

Employee Confidentiality Statement Completion Instructions

The Employee Confidentiality Statement, DE 7410, informs all EDD employees, including supplemental personnel, and all other non-EDD staff of their information security responsibilities, as required by the State Administrative Manual section 4842.2. Responsibilities of managers and supervisors, attendance clerks, and employees include:

1. ARU Manager/Supervisor:

- (a) Ensure that all employees, supplemental personnel, and other non-EDD staffs under area of responsibility receive a DE 7410 upon completion of the required security awareness training module:

New Employees: Issue a DE 7410 upon completion of the New Employee Orientation training module.

Current Employees—Require immediate completion of the required security awareness training module and issue a DE 7410 to employees who do not have a current confidentiality statement on file. Issue a DE 7410 to all other employees upon completion of the required security awareness training annual update.

Supplemental personnel is defined as (Personnel Management Handbook section 3-1520):

- *A volunteer – a person who, of his/her own free will, provides services without any financial gain,*
- *A person in the services of an employer other than the State (local government, educational institution, service delivery area, community organization, etc.) providing non-state compensated services or non-compensated services under a contract or agreement with the EDD, or*
- *A person assigned to the Department under a training program (work experience, skill development, etc.) or public service program through an agreement.*

- (b) Document employee or supplemental personnel refusal to participate in the required security awareness training annual update and take appropriate adverse corrective action.
- (c) Do not take any adverse action against employees or supplemental personnel refusing to initial and/or sign the DE 7410 form. Note on forms from employees or supplemental personnel declining to initial and/or sign the form: **“Employee declines to initial and/or sign.”** Sign, date and file the signed and/or unsigned form in the unofficial personnel folder or the supplemental personnel’s folder maintained in the ARU.

NOTE: Failure to initial and/or sign the confidentiality statement does not exempt the employee, supplemental personnel, or non-EDD staff from his/her responsibilities to ensure that the Department’s confidential information assets are protected.

- (d) Provide to each employee, supplemental personnel, or other non-EDD staff a copy of the pamphlet “Information Security Requirements for Employees with Access to Confidential Information”, DE 7420 with each DE 7410.

2. Attendance Clerk:

- (a) Annually file completed DE 7410 in ARU unofficial employee personnel folder.
- (b) Provide the employee, supplemental personnel, or other non-EDD staff a copy of the completed DE 7410.
- (c) At the time of employee transfer within EDD, forward the DE 7410 to the new ARU.
- (d) **DO NOT SEND A COPY OF THE DE 7410 TO HRSD, PAYROLL SERVICES SECTION.**

3. EDD Employees and Supplemental Personnel (Personnel Management Handbook section 3-1520):

- (a) Participate in required security awareness training (either online via SharePoint’s Confidential Information and Security Awareness computer-based training module on TAXi or the ISO’s SATE Overview training module) and read the pamphlet “Information Security Requirements for Employees with Access to Confidential Information.”
- (b) Read and acknowledge individual information security responsibilities. Sign and return the completed DE 7410 to the immediate supervisor within five (5) working days of receipt.
- (c) Return unsigned form to supervisor when declining to sign the DE 7410.

NOTE: Failure to initial and/or sign the confidentiality statement does not exempt the employee, supplemental personnel, or non-EDD staff from his/her responsibilities to ensure that the Department’s confidential information assets are protected.

ATTACHMENT 19
INDEMNITY AGREEMENT

Indemnity Agreement



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

(Enter Requesting Agency/Entity Name)

agrees to indemnify EDD against any and all liability costs, damages, attorney fees, and other expenses 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 Statement" by:

(Enter name of staff person authorized to access EDD's information)

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 EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by 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. (Unemployment Insurance Code 2111).
2. 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. (Civil Code 1798.53).
3. Any unauthorized access to EDD computer data, computer systems, or unauthorized use of EDD data is punishable by a fine or imprisonment in the county jail or both. (Penal Code 502).

I certify that I have read and understand the Indemnity Agreement printed above.

Print Full Name (last, first, MI)

Signature

Position and Title

Print Name of Contractor and/or Subcontractor

Print Name of Governmental Agency

Date Signed

Check the appropriate box:

- Employee Subcontractor Student Volunteer Other _____

ATTACHMENT 20
STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and _____
hereby certify that _____ has in place the safeguards and security requirements
stated in this Contract. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in
Exhibit "D" of the EDD RFO No. 84395.

_____ INFORMATION SECURITY OFFICER SIGNATURE	_____ PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
_____ PRINT NAME OF INFORMATION SECURITY OFFICER Information Security Officer _____ PRINT TITLE	_____ PRINT NAME _____ PRINT TITLE
_____ TELEPHONE NUMBER	_____ TELEPHONE NUMBER
_____ E-MAIL ADDRESS	_____ E-MAIL ADDRESS
_____ DATE SIGNED	_____ DATE SIGNED

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

FOR THE EDD USE ONLY

1. Information Security Certification received by:

_____ EDD CONTRACT MANAGER NAME	_____ DATE RECEIVED
------------------------------------	------------------------

2. The EDD information asset access approved by:

_____ CONTRACT MANAGER OR DISCLOSURE COORDINATOR	_____ DATE APPROVED (AFF, EMAIL, ETC.)
---	---

NOTE: The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the Vendor.

**ATTACHMENT 21
WORKER'S COMPENSATION CERTIFICATION**

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.

Signature

Date

Name and Title (Print or Type)

Street Address

Firm Name

City, State, ZIP code

ATTACHMENT 22
FORM 700, STATEMENT OF ECONOMIC INTERESTS

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%20700/2015-16/Form_700_2015.2016.pdf) at time of award. For purposes of this contract, consultants are defined as any individual performing work under this contract. In addition, consultants shall file a Form 700 annually by April 1 thereafter during the life of the contract. A Form 700 must also be filed at the completion of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.

IV. EXHIBITS

EXHIBIT A **STATEMENT OF WORK**

1. PURPOSE

The purpose of this Contract is to acquire one IT Consultant who will assist the Employment Development Department (EDD) Benefit Systems Modernization's (BSM) project in providing lead data conversion preparation services.

2. PERIOD OF PERFORMANCE

The term of this Contract shall begin on the date specified on the STD 213 cover page, or upon approval, and end 45 months later. The State may, at its sole option, elect to extend the Contract term for up to 12 additional months at the same hourly rates. If the EDD chooses to exercise the option to extend the maximum value of the Contract is \$1.5 million. Extensions will be exercised at the sole discretion of the State and shall not be denied by the Contractor. However, the State is not obligated to use any or all of this option.

The Consultant shall not deliver or commence performance of services under this Contract until it has received written direction to do so from the EDD. Any services provided prior to direction from EDD shall be considered voluntary on the part of the Consultant.

The Contractor, its subcontractors and any Contractor's affiliates are prohibited from bidding on the BSM solution provider Request for Proposal.

3. AMOUNT OF CONTRACT

The total cost of this Contract is the amount contained on the STD 213 cover page. Cost details are located on the Cost Table, Exhibit B-1.

In no event shall the total amount of the Contract exceed the amount contained on the STD 213 cover page, and there is no obligation on the part of the EDD to utilize the entire amount.

4. WORK LOCATION/HOURS

The Consultant is required to perform all services on-site at the EDD offices located within the greater Sacramento area. Travel outside the greater Sacramento area is not required, and the Consultant will not be reimbursed for any travel costs.

The Consultant shall provide services during business hours. Core business hours are 8 a.m. to 5 p.m., Monday-Friday, excluding State Holidays. All resources must be available to perform work on a full-time basis, estimated to be a minimum of 1920 hours annually or 40 hours per workweek. The Consultant may be required to provide support beyond the normal core business hours, as needed, to successfully provide services described in this SOW. The Consultant will be paid at the same hourly rate, indicated in Exhibit B-1, Cost Table, during these hours.

5. DESCRIPTION OF SERVICES

The goal of the BSM data conversion preparation is to ensure that the legacy data needed to support the implementation of the new benefit system is successfully prepared. This entails extracting, transforming, and migrating all the data that currently support the Unemployment Insurance, Disability Insurance, and Paid Family Leave business processes into the BSM Transition Database, and performing data quality analysis and cleanup.

The Contractor shall work collaboratively with the BSM project team to accomplish the activities, goals, and tasks outlined in this SOW in support of the overall BSM project. The Contractor shall:

- a) Provide overall project management and planning for extracting data, transforming data, and loading data into the staging BSM Transition Database as illustrated in Figure 1 below.
- b) Provide data analysis, data cleansing, data modeling, data transformation, conversion program testing, data transformation and conversion validation, and data conversion technical services.
- c) Provide any required additional tools, processes, and automation not currently present in EDD’s environment to support the legacy data analysis, data cleansing, data modeling, data conversion, conversion program testing, data conversion validation, and data conversion services.
- d) Provide technical documentation, data verification, and conversion certification for critical data points.
- e) Provide problem resolution, quality assurance, quality control, and data verification
- f) Provide support to Information Technology Branch (ITB) staff for ongoing administration of the data conversion environments during the project.

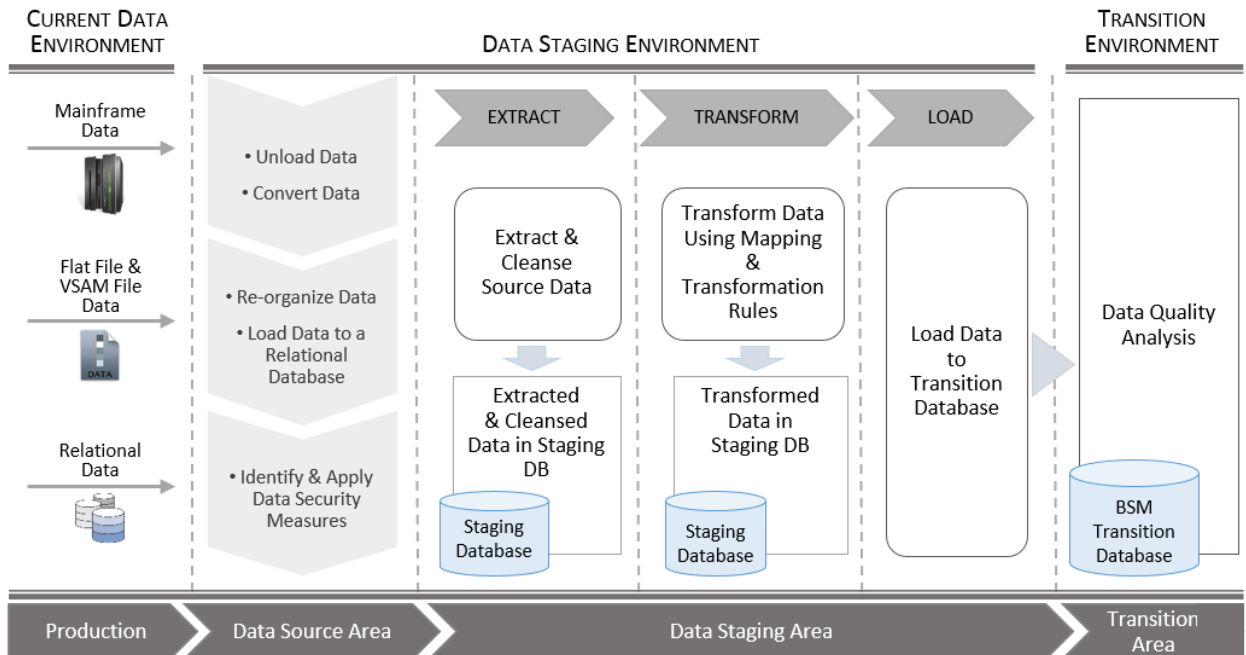


Figure 1 Data Conversion Conceptual Architecture

The data conversion approach selected by the BSM project team will be a top-down strategy that focuses on the required data elements of the future system. The top-down strategy leverages project artifacts currently being developed by the BSM project team. The to-be detailed business requirements, along with regulatory, compliance, interface, and reporting requirements, identify necessary data elements that will be used as the base for the data consolidation effort.



The Consultant Tasks and Deliverables are described in Section 10 of this SOW. All tasks and activities shall be performed in accordance with applicable EDD standards and conventions. These are predicated on Institute of Electrical and Electronics Engineers (IEEE) standards (or equivalent standard that is substantially similar). At a minimum, IEEE Standards 1012-2012 (Software Verification and Validation) and IEEE 12207-2008 (Software Life Cycle Processes) shall be applied.

6. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- a) Designate a person to whom all project communications may be addressed.
- b) Meet with EDD personnel to discuss required activities.
- c) Comply with all applicable EDD policies and procedures, including, but not limited to, EDD and industry project management guidelines.
- d) Return all EDD property, including security badges, prior to termination of the Contract.
- e) Manage all data preparation activities and deliverables consistent with the terms of this Contract.
- f) Manage, direct, and lead data conversion developer contractor consultants.
- g) Perform other data preparation tasks as directed by EDD.
- h) Attend meetings, as needed, to obtain approval of Contractor deliverables.
- i) Provide all electronic documents to EDD in a format compatible with EDD's standard applications (i.e., Microsoft Office). Microsoft (MS) Windows 7, Microsoft Office Professional (includes Outlook) 2013, Visio 2013, and MS Project 2013.
- j) Verify that Contractor's 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.
- k) Agree to upgrade versions of Contractor's software, if needed, at no cost to the State in order to remain compatible with EDD's standard applications.
- l) Provide paper deliverables printed on 8½" x 11" paper, to the extent practicable.
- m) Post electronic documents to an EDD designated electronic repository, (i.e. a SharePoint site). The electronic document format and media shall be compatible with EDD storage devices.
- n) Contractor will participate in all change management meetings, and risk/issue management sessions, weekly team meetings and other meetings as required.
- o) The Contractor may be required to give additional oral or written presentations of material at various Project meetings (e.g. Steering Committee Meetings) or ad hoc meetings as necessary.

- p) Contractor will provide coaching/mentoring to project team members in relation to data conversion.

7. STATE RESPONSIBILITIES

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

- **Oversight:** Oversee all aspects of the project using the EDD ITB's Project Management Methodology.
- **Contract Management:** Oversee planning, solicitation, acquisition, contract monitoring, change management, and contract amendments, including managing third-party Contractor activities and ensuring a collaborative relationship with the third-party Contractor.
- **Communication:** Ensure open communication among the EDD, Contractor personnel, and other project stakeholders.
- **Administrative Support:** Complete administrative tasks, and provide project management support.

The EDD shall:

- a) Oversee stakeholder management, budgetary approvals, contract management, and procurement, as applicable.
- b) Provide access to applicable information, including but not limited to technical documentation and project work plans.
- c) EDD shall be the arbiter of all disagreements between the Consultants and any other Contractor Consultant staff. The EDD's decision shall be final.
- d) Provide work space including desks, chairs, telephones, personal computers, printer access, Internet connections, MS Office, and MS Project as needed.
- e) Provide all applicable policies and procedures regarding access to, and use of, EDD facilities.
- f) Provide information as required by the Contractor to perform their responsibilities.
- g) Review all Contractor work submitted to the EDD for completeness, accuracy, and adherence to standards.
- h) Make EDD personnel available for assistance as required by the Contractor.

8. DELIVERABLE ACCEPTANCE CRITERIA

Deliverable Expectation Document (DED)

Prior to initiating each Deliverable's development, the Contractor must prepare a DED (see Exhibit B-4) that proposes a format and outline for the deliverable, and obtain the State's approval for such DED. The Contractor shall work with the BSM Project Management team to develop each DED.

The goal for the use of the DED is to ensure a common understanding exists between the State and the Contractor regarding the scope, format, and content (depth and breadth) of the deliverable prior to the Contractor beginning work on the deliverable. The complexity of the DED will be proportional to the complexity of the deliverable. The DED must summarize the key content of the deliverable including, where appropriate, checklists, key figures, diagrams and tables. All DEDs are themselves a Deliverable and due for delivery to the State in accordance with the terms of the Contract. Formal DED approval shall occur in accordance with the Deliverable Acceptance Document (DAD) process below. The Contractor, at Contractor's risk, may proceed with Deliverable preparation prior to DED approval.

Deliverable Acceptance Document (DAD)

For each Deliverable that the Contractor certifies is ready for final approval, Contractor shall prepare a DAD (see Exhibit B-6) to accompany each Deliverable upon submission to the State. By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that will, in concert with other tasks, meet the specifications stated or referred to in the Contract.

This is a Time and Materials based Contract. 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 Contract. Should the work performed, or products produced by the Contractor, fail to meet the minimum EDD conditions, requirements, applicable standards, specifications, or guidelines, the EDD will reject or return the Deliverable as appropriate and the following resolution process will be employed except as superseded by other binding processes:

- a) The EDD shall notify the Contractor in writing, on or before the conclusion of the State's review period as specified on the DED for each deliverable or, after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed or products produced by the Contractor.
- b) The Contractor shall, within five business days after initial problem notification, respond to the EDD by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
- c) Failure by the Contractor to respond to EDD's initial problem notification within the required time limits may result in immediate Contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
- d) The EDD shall, within five business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the EDD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three business days of notification of rejection. Failure by the Contractor to respond to the EDD notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate Contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
- e) The EDD shall, within three business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate Contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
- f) Upon the EDD's approval of each submitted Deliverable, the EDD shall approve the DAD and return evidence thereof to the Contractor for invoicing, as appropriate.

9. CONSULTANT REQUIREMENTS AND REASSIGNMENT

The Contractor must provide a minimum of one full-time IT Consultant who meets the Mandatory Qualifications (MQ), as specified in the RFO, Attachment 5, Resource Resume and Qualifications Matrix, column A. All experience used to meet each MQ must have been on a project comparable in size and complexity to that described in the SOW and defined as having a total project budget of at least \$5 million.

The Contractor shall:

- a) Be responsible for monitoring the monthly hours billed to ensure the Consultant(s) can effectively meet the project needs. Given the scope and time constraints of this project, it is of utmost importance that Consultant(s) have the adequate dedicated hours to perform work effectively.
- b) Maintain the sole right to determine the assignment of its employees that meet or exceed the requirements stated in this Contract.
- c) Agree to notify the EDD in writing, within two (2) business days, of any and all changes in the assignment of Consultants assigned to the Contract.
- d) Agrees that, if the EDD determines that a Consultant is failing to satisfactorily perform services due to illness, resignation, breach of security, unacceptable conduct, failure to follow EDD policies, or cause (regardless of whether it is beyond the Contractor’s control), the Contractor shall remove the Consultant within two (2) business days of written notice by EDD and provide a replacement. The replacement must meet or exceed the MQs specified in this SOW. All substitute Consultants must be approved by the State, in writing, prior to starting work. The Contractor shall submit a new Resume for each proposed Consultant, along with a completed and signed “Substitute Contractor Personnel Request Form, Exhibit A-1,” to the EDD BSM Project Manager within two (2) business days.
- e) Submit a Resume for each proposed Consultant, along with a completed and signed “Substitute Contractor Personnel Request Form.” Substitute Consultants must be approved in advance and in writing by the EDD BSM Project Manager prior to starting work for contracted services.
- f) Negotiate with EDD the hourly rate of any substitute Consultant(s) to the Contract. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed substitute Consultant. The negotiated rate cannot exceed the hourly rate already stated in the Contract.
- g) Maintain satisfactory standards of employee competency, conduct, appearance, and integrity.
- h) Ensure Consultants do not disturb papers on desks, open desk drawers or cabinets, or use State equipment, except as authorized.

10. CONSULTANT TASKS AND DELIVERABLES

The Contractor’s Consultant(s) shall complete the deliverables listed in Table 1. Completion of the identified deliverables shall be under the direction of the EDD’s Management Team, in accordance with the EDD/ITB policies and procedures.

Table 1 – Consultant Tasks & Deliverables

Deliverable ID	Deliverable	Tasks and Deliverables Description	Deliverable Due Date
A	Data Conversion Discovery & Planning		
A.1	Data Conversion Work Plan	The Contractor shall develop a dedicated data conversion work plan that lists all the activities for this effort that includes conversion schedule and milestones. The project schedule shall cover the following areas, at a minimum: <ul style="list-style-type: none"> I. Functional deliverables / Tasks II. Functional Sub deliverables / Sub tasks III. Task dependencies IV. Task owner/resource assignments V. Task duration. 	20 working days following start of work.

Deliverable ID	Deliverable	Tasks and Deliverables Description	Deliverable Due Date
A.2	Data Conversion Preparation Plan	<p>The Contractor shall <u>conduct the data conversion preparation planning</u> effort and <u>develop the data conversion plan</u>. The planning/plan must cover the following activities, at a minimum:</p> <ol style="list-style-type: none"> I. Determine the key business areas that are in scope of data conversion and/or the boundaries that define the extent of the data conversion effort. II. Determine which data sources need conversion versus interfaces based on business areas identified to be in scope. III. Conduct a stakeholder analysis to identify key data conversion stakeholders based on the data sources in scope and their roles and responsibilities to clearly establish what is expected of each of the stakeholders. IV. Identify critical success factors for the data conversion project. These success factors should be the elements considered crucial in ensuring that this data conversion effort attains its objective of thoroughly, cleanly, and efficiently transferring the business data from the current data environment to the BSM Transition environment. V. Determine data conversion acceptance criteria and conversion metrics to be used to determine data conversion progress along the way and provide visibility into the readiness of the converted data for loading to the BSM Transition Database. The data conversion acceptance criteria will include both the reconciliation and balancing of the source data vs the converted data in the BSM Transition Database. VI. Identify relevant assumptions/dependencies, constraints, and risks concerning the scope, strategies, and goals of the data conversion project. Develop a risk mitigation strategy for each anticipated risk that may jeopardize the successful completion of the conversion project. VII. Develop a data conversion preparation communications strategy to identify what information to share, who the recipients are, when or how often the information will be available (frequency/schedule), what format it will be in, and how the information will be delivered. VIII. Collaborate with the EDD's Enterprise Architecture Office to establish a data governance review team and issues identification process to ensure that the correct group of people handling the data is involved in the decisions surrounding data usage, data quality, data mapping, business processes, and change implementation. IX. Review of existing schema information for sources, analysis for alignment of these schema and validation rules related to them as compared to the current state of data quality assessment. X. Develop the processes tools and templates to complete data mapping XI. Develop a data cleansing and quality strategy XII. Develop the data dictionary templates and processes necessary to complete the transition database 	As defined in the DMWP.

Deliverable ID	Deliverable	Tasks and Deliverables Description	Deliverable Due Date
		<p>XIII. Develop a data validation and data reconciliation approach</p> <p>XIV. Collaborate with the EDD's Information Security Office and Infrastructure Services Division to develop security and data access plan including the encryption requirements for FTI data.</p>	
A.3	Conversion Environment Architecture	<p>The Contractor shall work with state staff to design and recommend the data conversion environments capable of supporting the over-arching activities and multiple states of data transformation. The data conversion environment design must cover the following activities, at a minimum:</p> <ul style="list-style-type: none"> I. Provide the recommendations for the hardware architecture including the servers, number of processors, memory, disk capacity, storage type, ports, network connectivity and firewalls. II. Design the software architecture including operating system (OS), database software and other software tools III. Design staging area IV. Design Transition Database architecture. 	As defined in the DMWP.
A.4	Data Quality Assessment Report	<p>The Contractor shall conduct a data conversion landscape analysis to understand and determine any data quality challenges. The analysis must cover the following areas, at a minimum:</p> <ul style="list-style-type: none"> I. Analyze the data to support the future business processes that will be implemented in the new system and what the business expects of the data in the new transition platform. II. Conduct a current state data quality assessment that includes frequency of usage by different use-cases, profiles for value distributions within data sets, assessment of data integrity (inferred or enforced), data and data quality ratings for frequency of invalid, missing or incomplete. III. Determine where the data quality pain points are in the current systems through data profiling, data quality rules discovery, data quality assessment, data relationship discovery IV. Identify how current data sources and transition database objects will link together to deliver conversion. The identification will cover: <ul style="list-style-type: none"> o The mapping of the current data to the staging target data model o The staging target data model support for the existing system interface data elements o Mapping of the new data entities to support the new / re-engineered business functionality o Effort required to resolve the issues uncovered during the identification process. V. Prepare the data quality assessment report for review. 	As defined in the DMWP.
A.5	Monthly Status Report	<p>The Contractor shall develop and submit a monthly status report, Exhibit B-5, that covers a minimum of:</p> <ul style="list-style-type: none"> I. Accomplishments for the reporting period II. Planned accomplishments pending for the reporting period 	

Deliverable ID	Deliverable	Tasks and Deliverables Description	Deliverable Due Date
		III. Planned accomplishments for the upcoming reporting period IV. Issues and risks identified V. Status on the issues identified previously VI. Status on the risk mitigation	
B Data Conversion Design, Build, & Test			
B.1	Data Conversion Program Design Specifications	The Contractor shall architect and design the necessary data conversion programs to: <ol style="list-style-type: none"> I. Develop a logical data model, translations, and /or transformation procedures to which the data must adhere when migrating from one data location to another. II. Develop a physical data model for the Transition Database based on the logical data model. III. Design the programs to extract the data from the pre-staging data sources, transfer the data to the staging area, and perform any necessary data processing prior to populating the transition data store. IV. Develop a design and recommend a solution to fix errors and refine the source data as appropriate. For example, either within the pre-staging (sources) data store or within the staging area, based on input from the business owners and other stakeholders V. Design the methodology to convert current data sources to the proper values and formats required in the staging and BSM transition database data. VI. Develop a strategy to validate the integrity of the data content at each stage of the conversion 	As defined in the DMWP.
B.2	Data Conversion Runbooks	The Contractor shall develop, update and refine applicable data conversion runbooks to reflect their order of execution and dependency to ensure that all conversion steps occur in the proper sequence in order to eliminate sequence and dependency errors including restarts, recovery and data rollbacks.	As defined in the DMWP.
B.3	Data Conversion Programs	The Contractor shall oversee the development and testing of the data conversion programs in accordance with the design specifications, the Data Conversion Plan, the Data Conversion Runbooks, the Conversion Data Architecture, and in compliance with all applicable business rules and processes.	As defined in the DMWP.
C Data Conversion Reporting			
C.1	Data Validation & Reconciliation Reports	The Contractor shall conduct data validation & reconciliation to measure the success of the staging of the source data and develop a reconciliation report to compare the results to the data quality metrics and acceptance criteria established by the stakeholders. The Contractor shall continue to validate data at different stages in the staging areas to actively monitor the progress and detect any errors needing to be corrected.	As defined in the DMWP.
C.2	Data Cleansing Reports	The Contractor shall work together with the business stakeholders to correct data errors according to the data cleansing strategy. The Contractor shall prepare data cleansing reports for stakeholders to use in cleaning data. The data cleansing report(s) shall include the volume and metrics of the “dirty” data and redundant data from various data sources identified during cleansing process.	As defined in the DMWP.

Deliverable ID	Deliverable	Tasks and Deliverables Description	Deliverable Due Date
D	Data Conversion/Preparation Execution		
D.1	Converted Data in Transition Data Store	The Contractor shall plan and oversee the execution of the data conversion programs that extract the data that is cleansed and transformed to the Transition Database. Activities include at a minimum: <ul style="list-style-type: none"> I. Manage the defects in the data conversion programs II. Manage remediation of data quality issues III. Oversee and manage the data loading to the Transition Database until all the source data is migrated and ready for data conversion for the BSM Solution Integrator to convert the data into the final Target database. Manage data validation, reconciliation, and acceptance activities. 	As defined in the DMWP.
D.2	Trial Conversion Data Validation	The Contractor shall work with the data conversion team to conduct trial data conversions on the full set of data until data quality metrics based on reconciliation and balancing of data acceptance criteria are met.	As defined in the DMWP.
D.3	Data Conversion Knowledge Transfer	The Contractor shall do a complete knowledge transfer, train and guide the data conversion team with the design specifications, the Data Conversion Plan, the Data Conversion Runbooks, the Conversion Data Architecture and Data Programs developed during the data conversion process.	As defined in the DMWP.
D.4	BSM Solution Provider Support	The Contractor shall work with the BSM Solution Provider to support the data conversion activities for BSM project database.	As defined in the DMWP.

11. UNANTICIPATED TASKS

In the event that additional work must be performed which was wholly unanticipated at Contract formation and is not specified in the SOW, but which, in the opinion of both parties, is necessary for the successful accomplishment of the general scope of work outlined, a work authorization will be prepared to define tasks to be accomplished.

Ten percent (10%) of the total Contract amount will be reserved 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. The rates for unanticipated tasks must not exceed the original hourly rates for unanticipated tasks and the total expenditures for unanticipated tasks shall not exceed the total amount set aside for unanticipated tasks.

It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.

All Work Authorizations must be approved in writing prior to beginning work and signed by the Contractor and the State.

12. DATA HANDLING AND SECURITY POLICIES

The tasks listed in this SOW are expected to contain Federal Tax Information (FTI) and other sensitive and confidential information. The Contractor shall handle all documents and data in accordance with the provisions stated in the IRS Publication 1075 and the General Provisions-Information Technology (GSPD-401T) Section 34 and the following:

- a) The Contractor shall treat all documents and materials delivered under this SOW as the property of the EDD.
- b) The Contractor shall not create or maintain any records that are not specifically authorized by this SOW using EDD IT equipment.
- c) The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information
- d) The EDD owns the rights to all data, records, and electronic information (in all media, paper, and electronic) produced as part of this Contract.
- e) Should the Contractor receive a request for records under the Freedom of Information Act, the contractor shall notify the EDD Contract Manager or EDD BSM Project Manager

12.1 Security Policies

- a) EDD Information Security and Privacy Policy
- b) [BL06-34](#) IT Security Policy- Information Security Notification & Reporting
- c) [BL05-32](#) IT Security Policy - Encryption on Portable Computing Devices
- d) [BL05-08](#) Information Technology Security Policy - Classification of Information
- e) California Department of Finance [DOF Budget Letters](#)
- f) California Department of Technology [CDT Information Security](#)
- g) IRS Federal Tax Information [Publication 4761 \(Rev. 9-2013\)](#)

13. CONTRACTOR REQUEST FOR CONTRACT CHANGE

If a significant change occurs to the project scope during the term of the contract, the Contractor will submit a written request to the SPOC for approval of proposed contract change(s). The EDD shall submit a written request to the Contractor for approval of proposed contract change(s). Any substantive change(s) to the contract must be changed by a written amendment to this contract and be approved by EDD and the Contractor.

14. CONTRACTOR PARAMETERS

The Contractor will provide the independent services described by this SOW, and associated Standard Agreement (Std. 213), subject to the following:

The EDD will not reimburse for any expenses incurred by the Contractor in the execution of activities as described by the RFO, and associated Standard Agreement, except as specifically preauthorized in writing by the EDD.

All data, documents, software and other artifacts produced under the Contract will become the sole property of EDD.

15. 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.

16. SECURITY

The Contractor shall supply the respective EDD BSM Project 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 BSM Project Manager 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 Contract 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 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.

17. 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, 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 Contract upon the occurrence of such event. The Contractor shall provide written notice to EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The certificate of insurance must include the following provisions stating that:

- a) The State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Contract are concerned.
- b) In addition, a copy of the policy must be received by the State prior to the signing of the contract.

18. WORKERS' COMPENSATION INSURANCE

The Contractor shall not commence performance under this Contract until EDD is provided with one of the following certificates:

- a) Certificate of insurance issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California, which includes the name of the carrier and the date of expiration of the insurance; or,
- b) Certificate of consent to self-insure issued by the Director of the Department of Industrial Relations (DIR).

19. CONFIDENTIALTY 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 (DE 7410) and Indemnity Agreement (Attachment 19) prior to starting work.

20. CONTRACTOR EVALUATIONS

Within sixty (60) days after the completion of the Contract, the Contract Manager shall complete a written evaluation of Contractor's performance under the Contract. If the Contractor did not satisfactorily perform the work, a copy of the evaluation form will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within fifteen (15) working days of the completion of the evaluation (PCC 10369). You may view the form here: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std004.pdf>

21. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

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

22. 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 BSM Project Team, ITB Management Team, Program Managers, Functional Managers, and technical staff to ensure that all deliverables are satisfactorily completed. The SPOC shall be the BSM Project Manager who shall ensure that all contract activities are conducted in accordance with State law and regulations; oversee processes and procedures; monitor contractor compliance with the contract; and resolve issues.

EDD BSM Project Manager:	Contractor Representative:
Name: TBD Title: TBD Address: TBD City, St, Zip: TBD Phone: TBD	Name: TBD Title: TBD Address: TBD City, St, Zip: TBD Phone/Fax #: TBD

EXHIBIT A-1
SUBSTITUTE CONTRACTOR PERSONNEL REQUEST FORM

Contractor Name		Contractor Phone No.		<i>Date</i>
MSA-IT Number		Project Name/Contract Number		
Personnel To Be Added	Personnel Replaced	Proposed Effective Date	Classification	Resume Meets MQs and MSA-IT requirements
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
Personnel To Be Deleted	Date Effective	Reason		
		Reason:		
		Reason:		
		Reason:		
		Reason:		
Comments/Special Instructions				
<p>Please note:</p> <p>The changes as indicated in this request are being made at no additional cost to the STATE. – Sample (Include this language, if applicable).</p>				
STATE Acceptance		Contractor Acceptance		
Division/Project		Contractor (If other than an individual, state whether a corporation, partnership, etc.)		
By (Authorized Signature)		By (Authorized Signature)		
Printed Name of Person Signing		Printed Name of Person Signing		
Title		Title		

EXHIBIT A-2
ACRONYMS

BOPSD	Business Operations Planning and Support Division
BSM	Benefit Systems Modernization
CDT	California Department of Technology
DAD	Deliverable Acceptance Document
DED	Deliverable Expectation Document
DGS	Department of General Services
DOL	Department of Labor
DI	Disability Insurance
DQ	Desirable Qualifications
EDD	Employment Development Department
ETL	Extract, Transform, Load
FTI	Federal Tax Information
IEEE	Institute of Electrical and Electronics Engineers
IT	Information Technology
ITB	Information Technology Branch
MSA	Master Services Agreement
MQs	Minimum Qualifications
MSR	Monthly Status Report
NTR	Narrative Technical Response
PAL	Project Approval Lifecycle
PFL	Paid Family Leave
PHI	Protected Health Information
PMI	Project Management Institute
RFO	Request for Offer
SDIO	State Disability Insurance Online
SME	Subject Matter Expert
SOQ	Statement of Qualifications
SOW	Statement of Work
SPOC	Single Point of Contact
UI	Unemployment Insurance
WA	Work Authorization
WIOA	Workforce Innovation and Opportunity Act

EXHIBIT A-3
GLOSSARY OF TERMS
(PAGE 1 OF 3)

TERM	DEFINITION
Acceptance	The process of reviewing project deliverables for a phase or activity and signing a Certificate of Acceptance when they meet criteria for a deliverable
Acceptance Criteria	Criteria that is defined and documented in the Acceptance Criteria deliverable and defines the specifics that each deliverable must meet in order to be formally accepted as part of the Acceptance process.
Data Conversion	Data Conversion is the transformation of data from one format to another so that source data can be integrated into a target database.
Data Integration	Data Integration is the process of combining data from various sources into a unified view, making it more useful and valuable to those accessing it.
Data Conversion Acceptance Criteria	Conversion success metrics to be used to determine data conversion progress along the way as well as provide visibility into the readiness of the converted data for cutover. It also helps in quantifying the quality of the converted data over different data quality dimensions (e.g., accuracy, completeness, validity, timeliness, integrity, etc.) to monitor and measure the quality of converted data such as number of missing records, mismatched records, duplicate records, etc.
Data Conversion Programs	Data Conversion Programs encompass all data movement procedures, conversion procedures, data cleansing procedures, and Data Validation & Reconciliation procedures that must be accounted for in the context of the Conversion Data Architecture.
Data Conversion Runbooks	Data conversion runbooks contain detailed information of each data conversion program about its order of execution and dependency to ensure that all conversion steps occur in the proper sequence in order to eliminate sequence and dependency errors
Data Quality Metrics	The standards of measurement to be applied to the content data before, during, and after conversion. This includes information regarding the acceptable level(s), if any, of lost data content or meaning because of source data undergoing a change in content or form.
Data Staging Environment	The data staging environment is an intermediate storage area designed to be used for data processing during the extract, transform, and load process.
Data Usability Testing	Primarily focuses on verifying that converted data is functionally compatible with the target application system.

EXHIBIT A-3
GLOSSARY OF TERMS
(PAGE 2 OF 3)

TERM	DEFINITION
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specify essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.
Functional testing	Verifies that converted data support the functionality of the target application system.
Logical Data Model (LDM)	Graphical representation of the information and business rules of the Staging Environment
Metrics Validation	A comparison count of records in the current systems, in the staging tables, and in the BSM Transition Database will be made to ensure that all records have been either converted or accounted for. Since the data will be reconstituted, mapped, merged, and augmented during conversion, the comparison count will be used along with the mapping and transformation rules. Data that is defective at the current source and cannot be converted will be excluded from the count.
Non-functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Non-functional testing	Confirms that all current data in scope was successfully migrated to the target system in terms of accuracy and completeness per the established data conversion acceptance criteria.
Physical Data Model (PDM)	Graphical representation of the internal data structures and constraints of the Staging Environment

EXHIBIT A-3
GLOSSARY OF TERMS
(PAGE 3 OF 3)

TERM	DEFINITION
Solution Requirements	Describes the characteristics of a solution that will meet the business requirements. Solution requirements describe specific characteristics of the solution both in terms of functionality and quality of service. Solution requirements are sub-classified into functional requirements, non-functional requirements and project/transition requirements.
Transition Database	The Transition Database is that last database storage area that holds the data that is cleansed and transformed ready for the Solution Integrator to use as source for the BSM database.
Transition Requirements	Transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the contract, such as mandating a particular design method, administrative requirements, data conversion and conversion from existing systems, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.
Trial Conversions	Controlled “dress rehearsal” of all the conversion execution activities required to transfer current data to the target system.
Unit Testing	Initial unit testing is conducted by the developer to verify that the Conversion Programs performed according to specifications and that the appropriate tables and fields were populated.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered and upon receipt and approval of the invoices, the EDD shall compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Contract.

The itemized invoices must include the following:

1. The Contract Number **M00000**
2. A unique invoice ID Number.
3. Detail the actual labor hours expended by the Consultant applied to Task.
4. Copies of timesheets signed by the Contractor, supporting the labor hours.
5. A Certification statement signed by the Contractor's Coordinator, attesting to the accuracy of the invoice data.

Invoices shall not be submitted more frequently than monthly. Invoices shall be submitted in arrears to:

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

If the invoice is inaccurate, the invoice may be returned by the EDD to the Contractor for correction. Contractor must within five (5) working days correct or remedy the reason(s) for non-acceptance and demonstrate to the EDD that the Contractor has successfully corrected the invoice before payment shall be made.

Invoices shall be paid based **upon time and materials** as identified in the Exhibit B-1 Cost Table and Table 1– Consultant Tasks and Deliverables.

The Contractor may not invoice EDD for any costs exceeding the maximum amount identified in Exhibit B-1 Cell E1. Any excess shall be at no cost to the EDD, unless negotiated and documented with the EDD using the Work Authorization (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. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.

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. UNANTICIPATED TASKS

Any unanticipated task must be authorized in accordance with Exhibit B-2, Work Authorization Process.

4. BUDGET CONTINGENCY

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

This Contract 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 Contract 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 Contract for the purposes of this program. In addition, this Contract 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 Contract in any manner.

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

5. AVAILABILITY OF FUNDS

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

EXHIBIT B-1
COST TABLE

[Contractor's Cost Table will be inserted here and incorporated as part of the contract.]

EXHIBIT B-2
WORK AUTHORIZATION PROCESS/FORM

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

1. GENERAL

All service tasks or deliverables not described in the Contract shall be defined and agreed to through the use of an approved WA. Tasks or deliverables not specified either in the Contract, or via an approved WA and WA Acceptance Form, Exhibit B-3, may not be invoiced under the Contract 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 contract. WAs will not be used to add funding or resource classifications not identified in the original contract. Additional funding or resource classifications shall only be added through a written contract 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 total fixed cost of the WA.

3. RATES/COST

The Contractor shall base prices for WAs on the reasonable number of resource hours required multiplied by the Contractor's rates specified in Exhibit B-1, Costs. Contractor shall submit its price for a WA on a fixed price basis. 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 BSM Project Director and the EDD Chief Information Officer prior to starting work. Upon acceptance by the EDD, each such WA shall be incorporated into and become a part of the Contract and the terms and conditions of the Contract 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 Exhibit B-3 is required for each WA and must be attached to the corresponding invoice for payment.

6. ADDITIONAL RULES FOR ALL WAs:

- It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such WA. Such Work Authorizations shall in no way constitute a contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.

- 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 Contract 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 SOW, 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 SOW, a WA will be prepared in accordance with the attached form.

EXHIBIT B-2
WORK AUTHORIZATION PROCESS/FORM

The following deliverables will be produced in accordance with this Work Authorization and the provisions of Contact Number M0000000.

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

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

PART 3: APPROVAL SIGNATURES	
SIGNATURE	DATE OF APPROVAL
Contractor Printed Name:	
Contractor Title:	
SIGNATURE	DATE OF APPROVAL
EDD Printed Name:	
BSM Project Director	
SIGNATURE	DATE OF APPROVAL
EDD Printed Name:	
EDD Chief Information Officer	

EXHIBIT B-3
WORK AUTHORIZATION ACCEPTANCE FORM

PART 1: GENERAL INFORMATION			
EDD Contract Number			
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

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

PART 3: REASON(S) FOR VARIANCE(S)	
Task #	Describe the reason(s) for variance(s) from the schedule baseline (if applicable)

PART 4: APPROVAL SIGNATURE(S)			
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:	
SIGNATURE			DATE OF APPROVAL
Contractor Printed Name:			
Contractor Title:			
SIGNATURE			DATE OF APPROVAL
EDD Printed Name:			
EDD Title:			

EXHIBIT B-4
DELIVERABLE EXPECTATION DOCUMENT (DED)

Deliverable Number:		Deliverable Title:	
Section 1: Delivery Requirements:			
<p>In this Section:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide the medium of delivery (e.g. 1 hardcopy and 1 electronic copy uploaded to SharePoint). <input type="checkbox"/> Provide all the formats used for the deliverable (e.g. Microsoft Word 2013, Visio 2013). <input type="checkbox"/> Provide estimated page count of final deliverable. <input type="checkbox"/> Provide State Review Period. 			
Section 2: Deliverable Content Requirement:			
<p>In this Section:</p> <ul style="list-style-type: none"> <input type="checkbox"/> List all the specific contractual requirements for this deliverable. <input type="checkbox"/> If applicable, list any other agreed upon requirements and the source of the requirements (i.e. meetings and discussions with date, time, and State resource name). 			
Section 3: Deliverable Description/Purpose:			
<p>In this Section:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Describe the deliverable’s objectives and scope and development methodology. <input type="checkbox"/> Provide a detailed outline of the deliverable mapped to contractual requirements. <input type="checkbox"/> Discuss the content of each major section of the document outline. <input type="checkbox"/> Describe any applicable standards and/or industry or government best practices. 			
Section 4: Roles/Resources Required:			
<p>In this Section:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Identify the State and Contractor resources and required skills/knowledge involved in the deliverable preparation and review. <input type="checkbox"/> Identify the estimated hours, cost, and terms for the deliverable. 			
Section 5: Deliverable Acceptance Criteria:			
<p>In this Section:</p> <ul style="list-style-type: none"> <input type="checkbox"/> List specific acceptance criteria for the deliverable. The minimum acceptance criteria for a deliverable: <ul style="list-style-type: none"> <input type="checkbox"/> Adhere to DED <input type="checkbox"/> List specific entry criteria or required deliverable predecessors. 			

EXHIBIT B-5
MONTHLY STATUS REPORT
 (PAGE 1 OF 2)








Project ID:	7100-222
Project Name:	Benefit Systems Modernization (BSM) Project
Controlling IT Division:	Benefit Systems Modernization
Program Branch:	Information Technology Branch
Report Date:	
Reporting Period:	
Project Criticality:	
BSM Project Sponsor:	
BSM Project Managers:	

Note: Progress Graphic shown here if needed.

<p>Accomplishments Month Ending [current]</p> <ul style="list-style-type: none"> •
<p>Planned Accomplishments Pending for the Month Ending [current]</p> <ul style="list-style-type: none"> •
<p>Planned Accomplishments for Upcoming Month Ending [next]</p> <ul style="list-style-type: none"> •

**EXHIBIT B-5
MONTHLY STATUS REPORT
(PAGE 2 OF 2)**

Estimated Phase Milestones and Deliverable Dates and Status (Green = on track with no issue and less than 5% deviation from the baseline, Yellow = behind or issue identified & risk of 5% to 10% deviation from baseline, Red = Critical issue identified and task will not be complete by planned date with 10%+ deviation from baseline)

Milestones and Deliverables	Planned Start Date	Planned Completion Date	Actual Completion Date	Status	Stop Light Status
					
					
					
					
					
					
					

Risks, Issues and Decisions

<p>Identified Project Risks:</p> <ul style="list-style-type: none"> • Risk ID #1 – • Risk ID #2 –
<p>Project Issue Log – (Same as Above) http://eddnet/projects/xxxxxx.aspx</p>
<p>Decision Log – (Same as Above) http://eddnet/projects/xxxxxx.aspx</p>
<p>Change Log – See Change Log in SharePoint for more details http://eddnet/projects/xxxxxx.aspx</p>

EXHIBIT B-6
DELIVERABLE ACCEPTANCE DOCUMENT

Deliverable Transmittal Form		
Section 1: Deliverable Submission Certification (Contractor)		
DED or Deliverable? <input type="checkbox"/> DED <input type="checkbox"/> Deliverable		
Deliverable #:	Deliverable Title:	Contract #
Comments:		
Submitter Name		Submitter Title
Submitter Signature		Date
Section 2: Deliverable Receipt Acknowledgement (State Librarian)		
Deliverable Package Received Date:	Deliverable Package Submission Accepted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Logged Date:	If Recommending Return, date routed to Approval Authority:	
Review Owner Name	Review Owner Contact #:	If Recommending for Review, scheduled review due date:
Comments (required if recommending return):		
State Librarian Name:		
State Librarian Signature:		Date:
Section 3: Deliverable Review (State Review Owner)		
Date Review Completed:	Review Owner Recommendation? <input type="checkbox"/> Revision Required <input type="checkbox"/> Accept	
Comments (required if recommending rejection):		
Review Owner Signature:		Date:
Section 4: Process for Approval (State Librarian)		
Completed Review Received Date:	Date routed to Approval Authority:	
Approval Decision Due Date:		
Comments (required if recommending rejection):		
State Librarian Signature:		Date:
Section 5: Approve, Return, Reject Deliverable (State Approval Authority)		
Approval Authority Decision: <input type="checkbox"/> Accepted <input type="checkbox"/> Rejected <input type="checkbox"/> Returned for Revisions		
Comments (required if returning or rejecting):		
Approver Name:		Approver Title:
Approver Signature:		Date:
Section 6: Closeout Deliverable Submission (State Librarian)		
Date Signed Deliverable Transmittal Received:	Date Contractor Notified of Decision:	
Comments: <input type="checkbox"/> Log Updated		
Deliverable Manager Signature		Date

EXHIBIT C
GENERAL PROVISIONS-INFORMATION TECHNOLOGY

The following IT General Provisions will be incorporated via reference and made part of this contract as if attached hereto.

Department of General Services, MSA IT General Provisions, Revised 9/5/14:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf

EXHIBIT D
PROTECTION OF CONFIDENTIALITY

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

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

ADMINISTRATIVE SAFEGUARDS

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

- g. Notify the EDD Information Security Office (ISO) at (916) 654-6231, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and the caller shall speak directly with a person in the EDD ISO. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identifying responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to InformationSecurityOffice@edd.ca.gov.

MANAGEMENT SAFEGUARDS

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

USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Contract. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Contract is strictly prohibited. The information obtained under this Contract shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Contract.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Contract is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Contract except as authorized or required by law.

PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Contract. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Contract.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Contractor shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. A cloud computing environment cannot be used to receive, transmit, store, or process the EDD's confidential data.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

**ATTACHMENT D1
CONFIDENTIALITY AGREEMENT**

	EDD Contract No. EDD Customer Code No. EDD/ ATTACHMENT NO. D1 Page 1 of 1
---	--

**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.

_____ an 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.

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

- INITIAL _____ hereby agree to protect the EDD's information on either paper or electronic form by:
- 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)	_____ Signature
_____ Print Name of Requesting Agency	_____ Date Signed
Check the appropriate box:	
<input type="checkbox"/> Employee <input type="checkbox"/> Subcontractor <input type="checkbox"/> Other	<input type="checkbox"/> Student <input type="checkbox"/> Volunteer
_____ Explain	

**ATTACHMENT D2
INDEMNITY AGREEMENT**

	EDD Contract No. EDD Customer Code No. EDD/ ATTACHMENT NO. D2 Page 1 of 1
---	--

**EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT**

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

(Enter Requesting Agency/Entity Name)

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:

1. 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).
2. 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).
3. 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

Print Full Name

Signature

As _____
Print Title

Date Signed

Of _____
Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

**ATTACHMENT D3
STATEMENT OF RESPONSIBILITY**

 <p>Employment Development Department State of California</p>	<p>EDD Contract No. EDD Customer Code No. EDD/ ATTACHMENT NO. D3 Page 1 of 1</p>
--	---

**EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY
INFORMATION SECURITY CERTIFICATION**

We, the Information Security Officer and <Enter title of authorized official: Agency Chief Information Officer, Confidentiality Officer, Disclosure Officer, or other individual with delegated signature authority> hereby certify that <TYPE: Name or the requesting entity/agency> 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. M<Enter the EDD Contract Number>.

<p>_____ INFORMATION SECURITY OFFICER SIGNATURE</p> <p>_____ PRINT NAME OF INFORMATION SECURITY OFFICER</p> <p>Information Security Officer _____ PRINT TITLE</p> <p>_____ TELEPHONE NUMBER</p> <p>_____ E-MAIL ADDRESS</p> <p>_____ DATE SIGNED</p>	<p>_____ PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE</p> <p>_____ PRINT NAME</p> <p>_____ PRINT TITLE</p> <p>_____ TELEPHONE NUMBER</p> <p>_____ E-MAIL ADDRESS</p> <p>_____ 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:

<p>_____ EDD CONTRACT MANAGER NAME</p>	<p>_____ DATE RECEIVED</p>
--	--------------------------------

2. The EDD information asset access approved by:

<p>_____ CONTRACT MANAGER OR DISCLOSURE COORDINATOR</p>	<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 the _____.

EXHIBIT E
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§ionNum=10335
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10381
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10410

6. NOTICES

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

7. AVOIDANCE OF CONFLICTS OF INTEREST BY CONTRACTOR

- A. Consultants are advised that that Political Reform Act prohibits public officials, which include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Government Code § 87100; see Government Code § 81000 and Government Code § 1090 et seq.). For purposes of this contract, consultants are defined as any individual performing work under this contract.
- B. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- C. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- D. During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days.
- E. Failure to disclose a relevant financial interest on the part of the consultant will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with the Public Contract Code section 12102(j).
- F. The EDD may request additional information regarding a consultant's economic interests. If the additional information is not provided to the satisfaction of the EDD, then the Contractor must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph D.
- G. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a lobbyist, and being responsible for the costs of the litigation, including attorney's fees.
- H. All consultants providing work under this Contract shall include a completed Statement of Economic Interests, Form 700 (<http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2018-2019/Form%202018.2019%20IA.pdf>) at the time of award. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.
- I. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.

8. DISPUTES

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

9. SUBCONTRACTOR LANGUAGE

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

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

10. BACKGROUND INVESTIGATION

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

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

11. EVALUATION OF CONTRACT/CONTRACTOR

Performance of the Contractor under this Contract will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Contract file. For consultant Contracts, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the Contract is over \$5,000.

12. CONTRACTOR STAFF CHANGES

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

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

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

13. OWNERSHIP RIGHTS

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

EXHIBIT F
SAFEGUARDING CONTRACT LANGUAGE
ADMINISTRATIVE REQUIREMENTS

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

a. Background Investigation

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

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

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

Within 5 business days, the Contractor shall notify the EDD Contract Monitor when its employee, contractor, agent, volunteer, vendor, or subcontractor, working under this Agreement is terminated, not hired, or reassigned to other work. Within 5 business days, the Contractor shall notify the EDD Contract Monitor when its new employee, contractor, agent, volunteer, vendor, or subcontractor is assigned to work under this Agreement in order for the EDD to commence conducting a background investigation of its new employee, contractor, agent, volunteer, vendor, or subcontractor.

b. Annual Information Security Awareness and Privacy Training

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

EXHIBIT G
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.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. (See Section 10.0, Reporting Improper Inspections or Disclosures of the [IRS Publication 1075](#).) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

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

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

III. INSPECTION

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

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