DX 39

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

Cleared CSG Dist. 10/14/15 SC

AGREEMENT NUMBER	
M6100352	
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME
Employment Development Department

CONTRACTOR'S NAME
Bank of America, NA

2. The term of this Agreement is: 8/1/2016 through 7/31/2021, or five (5) years from final approval. In addition, EDD has the option to renew for two (2) additional two (2) year terms.

3. The maximum amount of this Agreement is: $0.00 No Dollars No Cents. The contract is no cost for the EDD. The Contractor is to provide revenue shares to the EDD in accordance with Attachment VI.1 of their Proposal.

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

Exhibit A – Scope of Work	2 Pages
Exhibit B * – General Terms and Conditions	GTC 610
Exhibit C – Request for Proposal (RFP) #65466 (Incorporated by reference)	
Exhibit D – Bank of America's response to RFP 65466 (Incorporated by reference)	
Exhibit E - Confidentiality Requirements	3 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Bank of America, NA

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 10/13/2015

PRINTED NAME AND TITLE OF PERSON SIGNING
Dawn Haddock, Director, Senior Treasury Solutions Officer

ADDRESS
555 Capitol Mall, Suite 765
Sacramento, CA 95814-4503

STATE OF CALIFORNIA

AGENCY NAME
Employment Development Department

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 10/13/15

PRINTED NAME AND TITLE OF PERSON SIGNING
Xochitl Montano, Manager, Contract Services Group

ADDRESS
800 Capitol Mall, MIC 62-C, Sacramento, CA 95814

California Department of General Services Use Only

☒ Exempt per:
DGS Exemption Letter No. 54.4

EXHIBIT A

SCOPE OF WORK

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and Bank of America, hereinafter referred to as Contractor, and is for the purpose of the Contractor establishing, operating and maintaining a comprehensive Electronic Benefit Payment (EBP) service for the EDD.

2. The project representatives during the term of this agreement shall be:

Employment Development Department	Bank of America
Cindy Kakutani Information Technology Branch 751 N Street, Solar 4 Sacramento, CA 95814 (916) 654-9217	Dawn Haddock Director, Senior Treasury Sales Officer 555 Capitol Mall Sacramento, CA 95814 (916) 326-7825
Natalie Mack Disability Insurance Branch 800 Capitol Mall, MIC 29 Sacramento, CA 95814 (916) 654-7723	
Regina Luster-Shaw Disability Insurance Branch 800 Capitol Mall, MIC 29 Sacramento, CA 95814 (916) 657-3984	
Michael Greenlow Unemployment Insurance Branch 800 Capitol Mall, MIC 1 Sacramento, CA 95814 (916) 651-6187	

3. The services shall be provided in accordance with the following sections of the RFP and the Contractor's response to EDD's Request for Proposal #65466:

   a. Section IV, Administrative Requirements, including Attachment IV.3, Staff Roles and Qualifications Matrix; Attachment IV.8, Employee Confidentiality Statement and IV-9, Indemnity Agreement.

   b. Section V, EBP Service Requirements, including Attachment V.1, Statement of Work; Attachment V.2, Statement of Work EBP Service Requirements and V.3, Fee Schedule.

EXHIBIT A

c. Section VI, Revenue Share Model, including VI.1, Revenue Share.

d. Exhibit B, Confidentiality Requirements.

EXHIBIT E

CONFIDENTIALITY REQUIREMENTS

PROTECTION OF CONFIDENTIALITY

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

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

I. ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10.

b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.

c. Warrant and certify that in the performance of this Agreement the Contractor will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:

- California Unemployment Insurance Code §1094 (Disclosure Prohibitions)
- Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
- California Civil Code §1798, et seq. (Information Practices Act)
- California Penal Code §502 (Computer Fraud Act)
- Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
- Title 42, U.S. Code §503 (Social Security Act)
- Title 18, U.S. Code §1905 (Disclosure of Confidential Information)

d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.

e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.

f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

EXHIBIT E

CONFIDENTIALITY REQUIREMENTS

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>.

II. MANAGEMENT SAFEGUARDS

a. Acknowledge that the confidential information obtained by the Bidder under this Agreement remains the property of the EDD.

b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:

- Confidential nature of the EDD information.
- Requirements of this Agreement.
- Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.

c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Agreement (Attachment D1).

d. Return the following completed documents to the EDD Contract Services Group:

- The EDD Indemnity Agreement (Attachment V 9): Required to be completed by the Contractor Chief Financial Officer or authorized Management Representative, unless the Bidder is a State Agency.
- The EDD Statement of Responsibility Information Security Certification (Attachment V 10): Required to be completed by the Information Security Officer or authorized Management Representative.

e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.

f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a)(5)(B).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

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

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EXHIBIT E

CONFIDENTIALITY REQUIREMENTS

b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.

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

IV. PHYSICAL SAFEGUARDS

a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.

b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.

c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.

d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Bidder 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.

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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EBP RFP Questions and Answers (Consolidated)				
#	RFP page	Section	Req	Question
1	7	I	N/A	This section states, "EDD's intention is to provide claimants with both debit card and direct deposit transfer services at the start of the contract." Since it will be necessary for transition/implementation work to be performed once the contract is awarded (est. 8/12/15), can the State confirm that there will be a transition/implementation period starting at contract award and that the successful bidder will provide services as required once the implementation period is complete? Would the State provide the estimated go live date for taking direct deposit transfer and debit card disbursements from the State?
2	10	IV	N/A	On page 10 or 173 it states that "Contract Award and Execution" will occur on "8/12/15" and on page 63 of 173 it says that the proposed service will "[t]ransition from current service to new service with no service interruption to the EDD or to claimants." a. How long does EDD forsee the transition period taking?
3	N/A	N/A	N/A	When does the EDD's current contract with Bank of America to disburse benefits to its claimants (referenced on page 7 of 173) end? a. Are there extension years left on this contract? If yes - i. How many ii. Why is EDD choosing not to exercise these options?
4	N/A	N/A	N/A	I have read the entire RFP several times and cannot find the expected live date. This program is very custom and would require many custom developments so what is the expected live date with a new vendor if selected?
5	N/A	N/A	N/A	The RFP states the anticipated contract award is 8/2015. Would the State provide the estimated go live date for taking direct deposit transfer and debit card disbursements from the State?

6	11	IV	N/A	On page 11 of 173, one of the minimum qualifications is “Possess five (5) years’ experience performing Electronic Payment Services work similar in nature and size to that described in the Statement of Work (SOW), Attachments V.1 and V.2.” As California’s UI program is by far the largest in the country, will bidders who have experience providing Electronic Payment Services in other states, but not in California be deemed not to meet the minimum qualifications?
7	11	I.J	N/A	If the bidder is not a State of California Depository Bank, would the State allow bidders to respond to the RFP as the prime contractor provided they partner with a qualified CDP? If so, would the State amend this section to reflect the prior procurement as follows? 1. Be a State of California Depository Bank or be in a partnership with a State Depository Bank. 2. Be a member of the Federal Reserve System or be in a partnership with a member of the Federal Reserve System 3. Be capable of providing the banking services required by the EDD either directly or in a partnership with a State Depository Bank. 4. Be sufficiently capitalized to accommodate the EDD’s cash management needs. 5. Have established bank branches and ATMs located throughout the State of California either directly or through a subcontractor. 6. Possess five (5) years’ experience performing Electronic Payment Services work similar in nature and size to that described in the Statement of Work (SOW), Attachments V.1 and V.2. 7. Have experience providing Electronic Pay Card Services to or for a public entity as a contractor or a subcontractor. 8. Be currently qualified to do business in California, if a Corporation. “Doing business” is defined in California Revenue & Taxation Code section 23101 as actively engaging in any transactions for the purpose of financial or pecuniary gain or profit. 9. Be a full-service financial institution in good standing with the State of California Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California or be in a partnership with a full-service financial institution in good standing with the State of California.
8	7-8, 35, 70	I.D; IV.C.3, Attachment V.1B	N/A	If the bidder is not a State of California Depository Bank, would the State allow bidders to respond to the RFP as the prime contractor provided they partner with a qualified CDP? If so, would the State amend this section to reflect the prior procurement as follows?

9	24	III		The EDD provided data for 2013. Please provide the following data for 2014. 1. Total disbursements for all claimants (number and amount) for 2014 for UI 2. Total disbursements for all claimants (number and amount) for 2014 for SDI 3. What is the total number of claimants receiving deposits on a debit card vs. electing 100% direct deposit transfer option? (Monthly stats from 2015 is preferred) 4. What is the average disbursement amount for the bi-weekly payment?
10	29	III.D		The RFP states currently a flat file is transmitted along with a wire payment to the current contractor. When the State decides to implement direct deposit services, will the State continue sending all payments via wire? If so, will claimant bank account information (DDA/TR) be included in the flat file?
11	35	IV	N/A	RFP Page 35 of 173 Item D Form 700 Statement of Economic Interest Regarding RFP page 35, Item D, Form 700 Statement of Economic Interest (and subsequent references to Form 700), this is a form that is usually only filled out by people who hold certain public offices in CA. Can the State confirm this requirement only applies to our organization's staff members who are required under statute to file a form 700 (e.g., they are public officials), and not to all staff working on the deal?
12	35	IV.C		Please confirm only resumes of the three required Key Staff members are required for submission.
13	35	IV.C		The RFP states in RFP Section V, E, bullet 7 that this is a zero dollar contract. As this is a no cost contract to the State, will the EDD remove the requirement for subcontractors with 10% of the value of the Agreement to provide company references?

14	35	IV.C		This requirement states, “Any subcontractor that the Contractor engages to fulfill the requirements of this Agreement, and which is expected to receive more than 10% of the value of the Agreement is expected to meet all contractual requirements.” Can the State please clarify if subcontractors must complete all forms or only the prime bidder (some forms appear not relevant i.e. IV.5, Minimum Quals Certification)
15	39	IV	N/A	RFP Page 39 of 173 Section IV, M. Employee Confidentiality Statement Regarding Section IV, M. Employee Confidentiality Statement (p. 39) and Attachment IV.8 Employee Confidentiality Statement, should this be completed by key staff, as identified elsewhere in the RFP (i.e., Project Manager, Technical Project Manager and Project Scheduler)?
16	39	IV.K		Section IV.K waives the DBVE participation requirement but Section IV.W, Disabled Veteran Business Enterprise Declaration (pages 41/42 or 173) asks for the GSPD-05-105 to be completed. Should the requirement listed in Section IV.W be deleted or should Bidders only complete the GSPD-05-105 showing Small Business participation?
17	39	IV.M		This requirement asks for Attachment IV.8 to be completed by the Contractor’s staff working on the project. This form seems to be something that would be filled out once the contract has been awarded. Since we are still in the procurement phase should this form just be noted as N/A? If not, would the State clarify if this pertains only to the proposed Key Staff that will be named in the proposal response?
18	54	IV.9		This form seems to need to be filled out by each employee that will have access to EDD information. Since we are still in the procurement phase should this form just be noted as N/A? If not, who is expected to fill this out for the proposal submission?

19	63	V.a		Please provide the number and total amount of direct deposit transfers (partial and full transfers) performed in the most recent three consecutive months.
20	64	V.E		When the EDD implements direct deposit services, will the contractor be able to then charge fees to the EDD for the subsequent ACH services? Will contractors be able to charge fees to cardholders for optional direct deposit transfer services following the implementation of direct deposit services by the EDD?
21	71	V.1.D		Please provide additional information on the HP Quality Center tool.
22	76	V.1.J.2		Will Contractor exceptions be incorporated into the Contract?
23	77	V.1.L		We request excused events language such that service level failures will be excused when (i) changes in scope, direction, budget, program processes or program funding are made at Client request and such changes impact Contractor's ability to perform in accordance with the service levels; (ii) a force majeure event occurs; (iii) stated assumptions on which a performance goal is based turns out not to have been correct; or (iv) when a failure is due to the acts or omissions of Client or third parties outside of Contractor's reasonable control. A single failure event will only result in the imposition of one service level credit. In no event shall Contractor's liability for liquidated damages exceed $10,000 in any given month.
24	80	V.1.O		We request that the standard for acceptability of work performed should be in conformance with the requirements of the contract.
25	82	V	N/A	On Page 82 of 173 it says that Contractor must submit a "9 End of Contract Plan" and on Pages 115-117 of 173 it discusses "End of Contract Activities". a. Did Bank of America submit an End of Contract Plan in conjunction with its existing contract? b. If not, does Bank of America have an End of Contract Plan or something similar in conjunction with its existing contract?? c. If the answer to either 8(a) or 8(b) is yes, then may we have a copy of this plan?

26	82	V.2.A	27	This requirement does not include #23, Return of Funds listed in Attachment V.1, Section E. Should item #23 be included in requirement 27 or should it be removed from Attachment V.1, Section E?
27	84	V.2.B		The RFP indicates administrative access is required by each authorized user with EDD branch and office. How many authorized users does the EDD currently have?
28	85	V.2.B	44	As contractors are prohibited from providing transactional information due to privacy regulations, would the State confirm requirement 44 is to view only claimant demographic data?
29	85	V.2.B	48	Would the State clarify what is meant by benefit payment transaction data? Please provide the current file layout that corresponds with this requirement as well as the most recent three months of benefit payment transaction data for bidders to assess the requirement and complete their financial model.
30	86	V.2.C		The RFP indicates contractors must retrieve batch files daily from the CalTech site by midnight. It further states that the State does not send empty batch files. How does the State notify the contractor when there is no file so that a file is not missed? Is the process the same for each of the files transmitted (e.g. demographic file, payment file)?
31	87	V.2.C	64	Would the State please confirm that intent of this requirement is for the Contractor to simply confirm the file has been picked up and acknowledge the receipt within five minutes for each batch file transfer or is it that the acknolwement file is sent after file processing and within 5 minutes of the file being complete?
32	87	V.2.C	80	As payment files may be quite large for a number of reasons will the State allow parameters to be placed around the expected file size to in order to adhere to the 4 hour requirement?

33	90	V.2.C	86	Would the State please confirm what data is to be transmitted back to the EDD? Is the intent for the Contractor to reconcile the payment flat files to the cash files prior to transmission?
34	91	V.2.C	91	Would the State allow Contractor to provide information on cards that have not been activated for more than 365 dates monthly instead of daily? This would include the reporting and the corresponding return of funds transfer amount.
35	92	V	N/A	On Page 92 of 173 it says that Contractor "shall develop a Change Management Plan" . a. Did Bank of America submit a Change Management Plan? In conjunction with its existing contract? b. If not, does Bank of America have a Change Management Plan or something similar in conjunction with its existing contract? c. If the answer to either 9(a) or 9(b) is yes, then may we have a copy of this plan?
36	93	V.E	N/A	RFP Page 93 of 173 Section E. Claimant Account Structure, Corrections & Adjustments; Paragraph 3 It is stated that "Debit Cards can have a status of Issued, Active, Suspended, Closed, Inactive, or Reverted." What is a status of "reverted?" Please define.
37	94	V.2.E		Please define what is meant by digital disbursement service as an alternative disbursement method. Are there any digital disbursement accounts today? If so, please identify the number and average amount disbursed to this alternative method.
38	95	V	122	RFP Page 95 of 173 Section E. Claimant Account Structure, Corrections, & Adjustments; Requirement 122 Is it EDD's assertion that cardholders that are currently utilizing the direct deposit transfer feature will not be given an option and will automatically be transferred to direct deposit using their same recipient account information, despite the possibility that some cardholders may not prefer to be automatically transitioned to traditional direct deposit?

39	95	V.2.E	114	Will the State please provide a sample scenario where the EDD would request assigning more than one debit card account to the same claimant, while keeping only one debit card account active?
40	95	V.2.E	114	Would the State please provide an example of when at the EDD's direction a claimant would require a second debit card account when only one debit card account is active? Is the intent to have two cardholder accounts or is the intent to have one account with two debit cards in the claimant's name?
41	95	V.2.E	122	Traditionally Agencies manage direct deposit services and pay a per ACH fee for eachpayment made. When the EDD communicates they are ready to implement direct deposit services will the EDD obtain and maintain the claimant bank account information or will the contractor be responsible for obtaining and storing that information? Will the EDD then allow Contractors to charge for this industry standard service?
42	96	V	139	RFP Page 96 of 173 Section E. Claimant Account Structure, Corrections & Adjustments; Requirement 139. Can EDD please define the term "payment transfers" within this requirement?
43	97	V.2.E	140	The RFP states that the Contractor may not change or impede the EDD's current ability to perform week-ending date changes. Would the State please specify which inbound file will contain the week-ending date, the payment file or the demographic file?
44	99	V.2.F	156	To ensure the Contractor can provide the requested reporting for service capacity and performance data will the State please provided a sample format or redacted report that the State is currently receiving today?

45	101	V.2.F	176	Payment Card providers, directly or indirectly, have an affirmative and continuing obligation to respect cardholders' privacy and to maintain the security and confidentiality of cardholders' personal information. The Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 et seq., prohibits a financial institution from disclosing nonpublic personal information about a consumer. In addition, state laws generally prohibit the disclosure of information contained in financial records, except under limited circumstances, such as in response to a subpoena. In order for the Contractor to comply with such laws, will the State either remove the remote monitoring requirement or amend the requirement in order for Contractors to remain in compliance with Privacy laws?
46	102	V.2.F	187	Due to diminished user base, will the State remove the requirement for Contractor to support Web browsers Opera and Netscape?
47	103	V.2	21; 201	Please clarify that work may be performed outside of the United States such as corporate accounting and financial backoffice administrative duties not directly interfacing with the EDD or it's claimants.
48	103	V.2.F	199	Please provide more detail about how this requirement differs from RFP Attachment V.2, Section B, and Requirement 48, found on page 85 of 173.
49	103	V.2.F	199	Please provide a sample from 2015 of the monthly transaction data report.
50	103	V.2.F	202	Would the State clarify the term "blocked" for IVR calls?
51	103	V.2.F	207	Please confirm if the current program IVR supports all of the language listed in the RFP for Requirement 207. If not, what languages are supported currently? Please provide the average monthly number of IVR calls by each language in order for contractors to assess this requirement in their financial model.
52	104	V.2.F	227	Will the State amend the requirement to include U.S.Territories? Where are the current CSCs located that support the program?

53	105	V.2.F	231	Please confirm contractors may use a language service to support the languages identified in the requirement. Please provide the average monthly number of CSR calls by each language in order for contractors to assess this requirement in their financial model.
54	105	V.2.F	240	How is evaluation points assigned if a bidder uses a California CSC facility vs. a bidder who does not use a CSC facility in California?
55	108	V	276	RFP Page 108 of 173 Section G. Recovery and Business Continuity; Requirement 276 Can EDD clarify that the Contractor is required to provide support to the EDD and that EDD and the Contractor will mutually work together to ensure the recovery of the items that are within each party's control?
56	108	V		12RFP Page 108 of 173 Section G. Recovery and Business Continuity Requirement 280. Can EDD clarify what key services need to be provided during the temporary loss of service and how?
57	110	V.2.H	295	The RFP indicated that the State must receive 30 day notice of any changes that decreases the number of California in-network ATMs available by 5% or more. Would the State consider a modification that includes: The Contractor shall provide written notification to the EDD, 30 days after the Contractor becoming aware of changes that decrease the number of California in-network (non-surcharge) ATMs available by 5% or more.

58	111	V	298	RFP Page 111 of 173 Section H. Electronic Benefits Payments; Requirement 298 This requirement states that "The Contractor shall never allow cardholder funds to escheat to the State." This requirement appears to conflict with state escheatment laws that require any remaining funds on a cardholder account be escheated to the State's abandoned property office. Is the requirement worded correctly? In addition, the requirement references #140, which does not appear to be related? Please clarify.
59	111	V.2.H	298	Please clarify the references to requirement 140 should be requirement 143. Would the State amend the requirement in 298 to be consistent with requirement 140 (143) for accounts that have never been claimed as accounts that have been activated must follow state escheatment laws? Suggested edit: "The Contractor shall never allow cardholder funds in accounts that have not been activated to escheat to the State."
60	112	V	311	RFP Page 112 of 173 Section H. Electronic Benefits Payments; Requirement 311 This requirement states that ". . . upon the closure of the account, the Contractor agrees to return entire balance to EDD one year from the last date the card was successfully funded. This requirement appears to conflict with state escheatment laws that require any remaining funds on a cardholder account be escheated to the State's abandoned property office. Is the requirement worded correctly?
61	112	V.2.H	309	Industry standards include replacing prepaid debit cards that are expiring generally 30-60 days prior to the expiration date. Would the State amend the requirement to be within 60 days of the card's expiration date?
62	112	V.2.H	311	As funds in accounts that have been activated are considered distributed and therefore "owned" by the cardholder, will the EDD amend the requirement in order for bidders to be in compliance with state regulations? Suggested edit: "Upon the closure of the account, the contractor will follow appropriate State escheatment laws for any remaining balances".

63	112	V.2.H	312	In line with industry standards and to allow for holiday and weekends observed by the USPS, would the State consider a modification that allows Contractor to mail the card within one business day from the card fulfillment vendor receiving the data file instead of Contractor mailing within 24 hours?
64	116	V.2.I	355	If the awarded vendor is not the incumbent, would the State confirm Bank of America will provide the successful contractor both demographic data for existing claimants as well as any specific direct deposit transfer information? Will the successful contractor also receive balances from Bank of America to transfer into new card accounts? If so, what timeframe is expected for the transfer of funds after the new program launches? Would the State confirm if card account history will also be transferred from Bank of America to the successful contractor?
65	118	V	379, 380	RFP Page 118 of 173 Items 379 and 380 Since the complete business requirements for alternative "Direct Deposit Options" are not defined and agreed upon at this time, would the EDD consider requirements 379 & 380 be modified to read that the Contractor shall not apply a fee to the claimant?
66	119	V.2	388	We request that the indemnification responsibilities identified in Exhibit C (GTC-610) survive the Contract for two years after the Contract terminates or expires or for the term of the statute of limitation on the claim, whichever is longer.
67	120	V.2.K	399	The RFP states that the Bidder shall provide proof of current PCI DSS certification with their proposal but does not specify where to include in the Bidder's proposal. Where should Bidders insert this certification information into the proposal?
68	122	V.2.M		Please provide the number of welcome packages sent for each language other than English in 2014(or the first three months of 2015). Please provide the number by language provided in the demographic record provided by EDD to the incumbent contractor.
69	123	V.2.M	415	To ensure consistency for the claimants, would the State provide a sample of the marketing materials and service literature in use today with current Contractor?

70	123	V.2.M	418	To ensure that Bidder's marketing and instructional materials confirm to EDD standards, would the State provide Bidders access to the EDD Graphic Standards Manual?
71	125	V.2.M	433	Would the State please provide more specifics and parameters around the expectation of Contractor mailings to the claimants? Is it the intent that Contractors are only required to send mailings to claimants in conjunction with EBP services for debit card and/or direct deposit transfer services
72	128	V.2.N	466	Please clarify if it is the States requirement that the Project Manager reside in Sacramento or if the Project Manager may reside elsewhere and be available for onsite meetings as scheduled by the EDD.
73	130	V.2.P	483	Please provide the number of Web hits per Web page for each month of 2013 for the current program. How many registered users are active?
74	130	V.2.P	490	Please provide the format for this current report.
75	132	V.2.P	508	Since this is not a cost reimbursable contract, Contractor proprietary information such internal costs, revenue, and rate of return should be excluded from the requirement. Will the State amend the requirement to leave only bullets 5 and 6?
76	133	V.2.P	518	Please provide the totals held in trust for the months ending Feb 2015, March 2015 and April 2015.
77	135	V.2.Q	536	RFP Attachment V.2, Section P, Requirement 526, page 134 of 173 states the same requirement. Will the State please confirm that Requirement 536 may be deleted?
78	137	V.2.R	563	Would the State please describe how this question differs from RFP Attachment V.2, Section R, Requirement 547, page 136 of 173?

79	138	V.2.R	583	To ensure understanding of Performance Testing expectations, would the State provide examplesof EDD approved Load / Stress Testing Tools and / or methods?
80	143	V.3	N/A	If a fee line item evaluation is marked P/F (pass/fail) in column F and a bidder does not agree to the minimum required (Y/N) in column E, is the bidder therefore disqualified?
81	143	V.3	N/A	As banks are charged a fee for ATM usage (withdrawals, denials and balance inquiries) not performed at their own ATMS and since the State is requiring no fees be charged to the State, and free bank tellers and in-network ATMs for cardholders, would the State amend the minimum bidder required service for 2 free out of network ATMs and let bidders provide any number they can provide in the bidder alternative column G?
82	145	V		RFP Page 145 of 173 Attachment V.3 Fee Schedule; Item 37 What is a “Revertment Mailing?” Please define.
83	145	V.3	N/A	As UI funds are paid weekly/bi-weekly and activity typically reduces available funds to zero in cardholderaccounts, would the State amend the minimum of 12 months free of charge for maintenance of inactive accounts to 6 months?

84	147	V	N/A	ATM Requirements RFP Page 147 of 173 The RFP states the ATM Location Files should be included in Volume II Technical Proposal. As per Section VII Proposal Format, Volume II is the Fee Schedule. Does the State mean the files should be included in Volume I – EBP Service Proposal?
85	149	V.4	N/A	Would the State remove the requirement to include county as part of the ATM file submission for the national and international data files as this data may not be available and./or applicable?
86	156	VI	N/A	On pages 156-7 of 173, it states that bidders shall submit a Revenue Share Model. a. Is there an existing Revenue Share Model with Bank of America? b. If yes, can you please provide a copy? c. If you are unable to provide a copy can you please disclose the terms of the revenue share model?

87	156	VI	N/A	Revenue Share- With numerous changes in the industry, like Durbin Amendment it is quite unexpected to include Revenue Share as an option of a Prepaid Card program. If Wells Fargo submits no Revenue Share can we still bid and it just means we do not get any opportunity for scoring those 750 points or will it disqualify us totally from the bid?
88	157	V.I.1	N/A	Federal regulatory agencies (such as the CFPB and Federal Reserve) have indicated that revenue share on prepaid card programs may not be viewed favorably and are currently under review as part of the pending final Prepaid Card Rules. As such, financial institutions may be prohibited from participating in revenue share contracts. Will the State remove the mandatory requirement for revenue share?
89	157	V.I.1	N/A	Can a bidder propose no revenue share and not be rejected?
90	157	V.I.1	N/A	As month-end reconciliation may require several days, will the State amend the requirement to be paid monthly by the 10th business day of the calendar month?
91	157	V.I.1		Would the State modify the revenue share calculation to not be the floor of the basis points value? Instead allow bidders to provide a flat basis points value?
92	159	VII	N/A	Section VII Proposal Format RFP Page 159 of 173 Section VII Proposal Format, p. 159, suggests that there is a separate attachment called Attachment V.2 EBP Services Requirements-Scoreable. In the RFP, Pass/Fail and Scoreable items are interspersed in Attachment V.2. Should Scoreable items be separated from Pass/Fail items and responded to separately, or should they be responded to as they appear in Attachment V.2?
93	161	VIII.C.2		If a bidder indicates “No” for an individual requirement in V.2, Statement of Work, will the bidder be disqualified?

94	121 & 122	V.2.L	409	Industry Standard is to overwrite ATM video on a more frequent basis than 12 months. Will the State remove requirement 209 and only have bidders describe their retention policies under requirement 412 and/or amend the requirement to read "The Contractor shall retain in network ATM video, photo and or digital image data image in accordance with current bank policies.
95	131 & 132	V.2.P	503,506,508 & 510	Please provide a daily or monthly sample of these reports from the prior six months.
96	143 & 144	V.3	N/A	Would the State confirm that the black boxes in the fee schedule for items 11, 12, 13, and 14 should be N/A?
97	2, 10		N/A	Page 2 of RFP states RFP is due July 15 at 3pm Pacific. Page 10 states RFP deadline is 2pm Pacific. Can the State clarify? States RFP deadline is 2pm Pacific. Can the State clarify?
98	2, 10	I	N/A	Page 2 states the time the proposal is due as 3:00 PM PDT and page 10 states the time as 2:00 PM. Would the State please clarify which time is correct?
99	35 & 63	V.E & IV.C.3		The RFP states in RFP Section V.E, bullet 7 that this is a zero dollar contract. The RFP indicates any subcontractor receiving more than 10% of the value of the contract must also meet the Administrative Technical Requirements outlined in the RFP. As this contract is at no cost to the EDD, would the State remove this requirement for subcontractors and only require the Prime bidder to provide the Administrative Technical Requirements?
100	38 & 50	IV.H & IV.6		Given the length of our audited financial statements, can Bidders provide these documents in electronic format only?
101	77-79	V.1.L		In order to offer the best possible price, we respectively request the ability to negotiate upon contract award the timeframes and amounts included in this section to be consistent with industry standards.

102	7-8, 35, 70	1.D; IV.C.3; Attachment V.1.B	N/A	Would the State consider Contractor recovery of unamortized costs and reasonable wind-down costs in the event of a termination in part by the State?
103	N/A	N/A	N/A	Can bidders use the State and EDD, etc. logos to provide sample marketing materials within proposal?
104	N/A	V	N/A	EBP Service Requirements Should bidders provide responses with RFP Response Volume 1 -- to each item under Section V: EBP Service Requirements, Item A – G. Do bidders need to respond with affirmations?
105	N/A	N/A	N/A	The RFP references a "bidders library". Can the state point out where to locate the "bidders library" as it was not listed in the RFP not on the BidSync link.
106	N/A	N/A	N/A	Would the State be willing to compensate the Bank in balances for services provided in the RFP that you have indicated are required to be provided at no cost to the EDD or the end recipient? Specifically, fees associated with ACH transactions and related services.

107	N/A	N/A	N/A	ACH Questions • What is the highest $ amount of a typical ACH file? • What is the frequency of file submissions? • Will there be other purposes of ACH files beside payment to claimants? • Will a debit ACH limit be required? • What is your current ACH limit with BofA? • Do you ever exceed that limit, and if so; what was the reason? • Do you have larger ACH files at a particular time of year? • Would you ever need to wire funds from this account? • Will your ACH activity include funding at the last minute that might result in an overnight overdraft or will you fund the files early in the day?

108	N/A	N/A	N/A	Financial Stat Request:
				
				# of Loads per month, last 24 months
				$ of Loads per month, last 24 months
				
				# of ATM withdrawals per month, last 24 months
				$ of ATM withdrawals per month, last 24 months
				
				# of Teller withdrawals per month, last 24 months
				$ of Teller withdrawals per month, last 24 months
				
				# of POS PIN transactions per month, last 24 months
				$ of POS PIN transactions per month, last 24 months
				
				# of POS SIG transactions per month, last 24 months
				$ of POS SIG transactions per month, last 24 months
				
				# of transfers to a personal bank account per month, last 24 months
				$ of transfer to a personal bank account per month, last 24 months
				
				# of live agent phone calls per month, last 24 months
				# of IVR calls per month, last 24 months

109	N/A	N/A		What is the frequency of disbursements for the programs? (UI, SDI, DI, PFL) (e.g., on average, does each claimant receive 2 disbursements per month, 1 disbursement per month, 4 disbursements per month, etc) RFP indicated that some UI receive disbursements 2 times per month, and some receive disbursements 4 times per month. What is the overall Average # of disbursements per claimant per month?

110	N/A	N/A	N/A	What is the average number of disbursements per claim for each of the programs? (UI, SDI, DI, PFL) (e.g., on average how many disbursements does a claimant receive over the life of a claim.
111	N/A	N/A	N/A	What is the timing for the state to implement Direct Deposit?
112	N/A	N/A	N/A	What percentage of claimants transfer the full balance to a personal checking or savings account?
113	N/A	N/A	N/A	Of those cardholders who choose a transfer to a bank account, what percentage opt for a recurring transfer?
114	N/A	N/A	N/A	What percentage of disbursements are to those who don't qualify for a debit card?

115	N/A	N/A	N/A	For the UI Payments in 2013 and 2014 what was the breakdown in spend by: a. Percent by types of the following transactions i. ATM ii. POS signature iii. POS PIN iv. Teller v. Electronic Payment vi. Other b. Amount by types of the following transactions i. ATM ii. POS signature iii. POS PIN iv. Teller v. Electronic Payment vi. Other
116	N/A	N/A	N/A	For the UI Payments in 2013 and 2014 what were the monthly numbers of active cards?
117	N/A	N/A	N/A	For the UI Payments in 2013 and 2014 what were the annual amounts of funds moved to direct deposit?
118	N/A	N/A	N/A	For the SDI Payments in 2013 and 2014 what was the breakdown in spend by: a. Percent by types of the following transactions i. ATM ii. POS signature iii. POS PIN

119	N/A	N/A	N/A	For the SDI Payments in 2013 and 2014 what were the monthly numbers of active cards?
120	N/A	N/A	N/A	For the SDI Payments in 2013 and 2014 what were the annual amounts of funds moved to direct deposit?
121	N/A	N/A	N/A	If the proposed CFPB regulations go into effect, does California expect to continue its practice of issuing debit cards and then having consumers opt out if they want a different method of payment? a. If not, what process does California expect to use?
122	N/A	N/A	N/A	The RFP cites the Information Technology Organizations, the EDD, the State Controller's Office (SCO) and the State Treasurer's Office (STO). Are each of these agencies represented on the evaluation committee?
123	N/A	N/A	N/A	The State indicates they will be implementing direct deposit services under the new contract. Please provide a target date the EDD is considering this change so bidders may accurately complete their financial modeling.
124	N/A	N/A	N/A	Would the State provide a Microsoft Word version of the RFP so that bidders may ensure tables/forms are completed in accordance with RFP instructions?
125			N/A	RFP Page 94 of 173 Section E. Claimant Account Structure, Corrections & Adjustments; Paragraph 1, 2 Can EDD clarify that providing any alternative disbursement method to a claimant is also subject to relevant law, such as Bank Secrecy Act and USA Patriot Act?
126				In the event that Contractor experiences a material delay in the scheduled performance of its duties under this contract due to a failure by the customer or third parties outside of our control, we reserve the right to seek equitable compensation for unrecoverable costs.

127				Would the State waive incidental and consequential damages for both parties?
128				Will the State consider a reasonable cap on vendor liability?
129				Does the State agree that all intellectual property developed prior to or independently of this project shall continue to be owned by vendor or any relevant third parties?
130				Would the State confirm that the use of Contractor proprietary software will be for the term of the Agreement only?
131				Where should bidders provide exceptions within their proposal response?
132				Would the State consider paying contractors for any costs incurred by delay of the program due to acts or omissions of the State and/or the current incumbent provider?
133		GTC 610		Would the State consider limited audit records to validation of invoices?
134		GTC 610		Would the State consider limiting vendor liability to damages directly resulting from vendor's own negligent acts, or omissions?
135		GTC 610		For clarification, would the State please confirm that, a used herein, "Time is of the essence" is defined to mean that Contractor will adhere to the mutually agreed upon schedule for performance.

Response
The contract with the current Contractor expires on July 31, 2016. The new contract is expected to be executed on or before August 14, 2015, allowing for a transition between EBP service systems. EDD anticipates that the transition period will take close to 12 months. The required live date of the EBP service system under the new contract is August 1, 2016. There is no extension year remaining.

The requirement for five (5) years' experience performing Electronic Payment Services work is not restricted to California, but must be similar in nature and size.
No. Only a State of California Depository can submit a response as the prime Contractor.

1. UI 2014 12.6 million payment disbursements, $6.2 billion. 2. SDI (DI / PFL), Total number of EBP benefit payment disbursements for all claimants in 2014 was 5.6 million. The total amount of SDI benefits disbursed was $5.2 billion. 3. The number of claimants receiving deposits on a debit card vs. electing 100% direct deposit transfer option is not available. 4. DI, the average weekly benefit amount is $488. PFL, the average weekly benefit amount is $542. UI, the average weekly benefit amount is $303.
EDD has not yet vetted a direct deposit design.
All consultants providing work under this agreement shall include a completed Statement of Economic Interests, Form 700 (http://www.fppc.ca.gov/index.php?id=500) with the proposal. 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. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.
Yes, only the resumes of three (3) required key staff members (Project Manager, Technical Project Manager, and Project Scheduler) are required for submission.
No, the EDD will not remove this requirement.

The EDD confirms that any subcontractor that the Contractor engages to fulfill the requirements of this Agreement, and which is expected to receive more than ten percent (10%) of the value of the Agreement, must meet all contractual requirements of the contract including three (3) company references. In addition, the subcontractor must also complete Attachment IV.8, Employee Confidentiality Statement. All other forms do not apply.
Attachment IV.8 Employee Confidentiality Statement must be completed by all Contractor's staff working on the project and submitted with the Bidder's proposal.
Bidder Declaration, GSPD 05-015 allow bidders to identify if they are a DVBE and identify DVBE subcontractors, if any. This process is separate from DVBE participation program where a bidder must document commitment to full DVBE participation, i.e., locate and commit to using certified DVBE firm who will preform the percent of work specified by the solicitation. Bidders must complete the Bidder Declaration in order to be considered responsive.
Proposed key staff must complete the form and submit it with the proposal. Other staff shall complete the form and submit it to EDD prior to the commencement of work.
Only the Bidder's signature authority shall fill out and sign the Attachment IV.9, Indemnity Agreement.

Direct deposit transfers data is not available.
No, the Contractor cannot charge fees for ACH services. No, optional direct deposit transfer services are not available after implementation of direct deposit services.
This software is used to store/record test cases, scripts, defect logs, requirements management, and traceability.
Exceptions will be evaluated based on Section VIII. Evaluation as to whether or not they are a material deviation. Material exceptions will not be incorporated into the Contract.
Reasonable exceptions to the liquidated damages are already contained in the Force Majeure terms. No additional changes will be made.
EDD will not agree to this change.
a. Yes, this is a work in progress. b. N/A c. Under review and cannot be shared until approved.

The following changes will be made via a RFP addendum: Attachment V.1, Section E, Deliverable 23 will be changed to "Return of Funds Plan." Attachment V.2, Section A, Requirement 27, will be amended to add "Return of Funds Plan."
EDD has approximately 120 Admin App users and 20 Administrators.
Administrative Application must include access to all claimant account information provided by the EDD.
Sample file layout of payment transaction data provided in the Bidders' library. Production data is confidential and not available to share.
Refer to the Supplemental Document in the Bidders' Library Section 2.1., paragraph 2, 'the contractor will send an e-mail to a specific distribution list, advising that the specific file was not received.'
The intent of this requirement is confirmation that the file has been picked up and acknowledged receipt within five minutes.
File size will be discussed and mutually agreed to between EDD and selected contractor.

The file layout of the data to be transmitted to EDD is in the Bidders' library Supplemental document.
No, EDD will not agree to change this requirement.
a. Yes. b. N/A c. Available in the Bidders' Library.
Via a RFP Addendum, EDD will delete the sentence: 'Debit cards will have a status of Issued, Active, Suspended, Closed, Inactive, or Reverted.' Reverted is a status used by EDD.
A digital disbursement is an alternative electronic payment method other than debit card, direct deposit, or check. There are no digital disbursements today.
Yes. Per Requirement # 157 (page 100 of 173), when EDD is ready to provide claimants the option for direct deposit, the Contractor's Website shall provide the ability for the claimant to initiate or terminate their direct deposit and direct deposit transfer options.

An errorneous closure of a debit card account.
An errorneous closure of a debit card account where the account can not be reactivated by the contractor, the result of which are two accounts-one active and one not.
At this time, EDD is developing internal requirements; however, it is currently anticipated that EDD will obtain account information for direct deposit. No, contractors may not charge for processing direct deposits (see requirement #379).
Payment Transfer is a functionality within the EDD system; the requirement will be removed via a RFP Addendum.
EDD does not send weekending date changes in the payment file. The inbound payment file will contain the week ending date.
Sample of the report available in the Bidders' library.

EDD will not alter this requirement. The intent of this requirement is to allow EDD to monitor CSC calls for quality and adherence to the contract.
Via a RFP addendum Requirement 187 will be changed to: "The Contractor's website shall support the two (2) most recent versions of popular Web browsers (at minimum, Google Chrome, Internet Explorer, Firefox, and Safari) at the time the service is implemented."
Requirements #21 and #201 require the contractor to conduct all work related to this contract within the U.S.
Requirement 48 is under the Administrative Application to allow authorized EDD users to view actions, transactions, and inquiries. Requirement 199 is under Customer Service regarding website, IVR and customer service call center.
Sample has been provided.
A "blocked" call is a call that is prevented from entering the IVR.
All listed languages are supported. The average monthly number of IVR calls: English - 2.1 million, Spanish - 345,000, Armenian - 748, Tagalog - 750, Punjabi - 3,900, Cantonese - 1,400, Mandarin - 2,000 , Vietnamese - 1,000
EDD will not agree to change this requirement. All CSC's are located within the U.S.

Contractors may use a language service to support languages identified in the requirement except for English and Spanish. The average monthly number of CSR calls for all languages is 230,000, including English , Spanish, Armenian , Tagalog , Punjabi , Cantonese , Mandarin , and Vietnamese. The monthly number of CSR call by each language is not available.
The Req. 240 provides that the Contractor's CSC facility should be located in the State of California. Exceptions will be evaluated based on Section VIII Evaluation as to whether or not they will be assigned any points.
EDD and Contractor will work together to ensure recovery of services. The Contractor will need to develop how it will address the three areas listed on page 107, Attachment V.2 , Section G.
The Contractor must decide how to provide the key services, which include distribute debit cards and deposit benefits to debit cards or perform direct deposit and direct deposit transfers to claimants' bank accounts as well as IVR, CSC and/or Claimant Website services, and transmit demographic and payment files.
EDD will not change this requirement.

Req. 298 will be deleted via RFP addendum.
Requirement 311 will be deleted via RFP addendum.
EDD will not change this requirement.
Requirement 311 will be deleted via a RFP addendum.

EDD will not change this requirement.
No, the End of Contract plan is not finalized. No, the balances will not be provided to the successive contractor. N/A the balances will not be provided, No, debit card history will not be transferred. Information necessary to facilitate the transition of services will be provided to the successful contractor.
No. The EDD will not agree to this change.
EDD agrees.
The EDD confirms that the Bidders shall include proof of current PCI DSS certification in Volume 1, EBP Services Proposal.
Welcome Packets are provided in English and Spanish material only. For the first 3 months of 2015 approximately 200,000 welcome packets were generated.
A Sample Welcome packet will be available in the Bidders' library.

EDD Graphic Standards Manual and EDD Style Guide can be found in the Bidders' Library.
Yes, Contractor shall only provide mailings to claimants regarding EBP services.
The project manager must be available for onsite meetings within one hour of EDD's request.
The number of Web hits per web page is only available as daily data. For example, the number of Web hits per web page is 122,588 for May 17, 2015.
EDD does not have the information.
EDD will not change this requirement.
EDD does not have the information.
Via a RFP addendum, Requirement 536 will be deleted.
Via a RFP addendum, Requirements 547 and 563 have been combined resulting in the deletion of Requirement 563. Req. 547 is amended to read: " As required by EDD, the Contractor shall abide by IEEE Standards 829-1989 for software testing using an EDD approved tool and/or method and in accordance with the DED as described in Attachment V.1. E, Description of Deliverables."

HP Application Lifecycle Management 11.5. (version subject to change). Project Test Strategy Performance Center Project Initiation & Closure Checklist Performance Center Project Request Performance Center Project Schedule Request Performance Test Goals Performance Test Requirements Performance Test Plan Performance Test Scenario Design Performance Test Report
If bidder responds"No" to a Bidder Minimum Required Service, bidder shall offer an alternative pricing in column G, and provide comments in column H. The EDD will evaluate the response based on the Section VIII, Evaluation as to whether or not they are a material deviation.
EDD will not change requirement.
This is the notice to claimants to be sent prior to carrying out Requirement #143.
The EDD will not change the requirement.

The response to Attachment V.4, ATM Location File Requirements, shall be included in Volume I - EBP Service Proposal, instead of Volume II - Fee Schedule. The following changes will be made via a RFP Addendum: The second paragraph of Attachment V.4 has been revised to: "The files shall be submitted on a CD or DVD and clearly labeled “ATM Location Files” and included with Volume I - EBP Service Proposal, as outlined in Section VII Proposal Format. The acceptable file format is either a Comma Separated Value (CSV) file or Shapefile as defined below:" Section VII Proposal Format, B. Proposal Format and Content, 1. Volume I - EBP Service Proposal, will be amended to: Add "5) Response to Attachment V.4, ATM Location File Requirements" after "4) Responses to Attachment V.2 - EBP Services Requirements."
The EDD will not change the requirement. Data element "County" is required for California and National datasets and not International. The data element "State_Province_County" is required, as applicable, for the International dataset.
The current Revenue Share Model with Bank of America is: 'There will be a floor of 187 basis points if 50 percent of the Targeted Federal Funds Rate is less than the floor basis points for that month's calculation.'

A response to Section VI, Revenue Share Model is required, even if the revenue share figure is “0”. Failure to include a revenue share figure will be a material deviation and the bid will be rejected per the instruction on page 157, Attachment VI.1, Revenue Share. Bidders may submit any figure they wish in the Revenue Share Model, including “0” (zero). Bidders who do not submit a completed Attachment VI.1 Revenue Share Model, i.e., the Attachment is missing or blank, will be disqualified from the bid. Bidders who submit a zero figure in Attachment VI.1, of their response will get “0” points out of the maximum of 750 points based on the calculation methodology described in Section VIII, Evaluation.
EDD will not change this requirement.
The EDD will not change the revenue calculation.
There is not a separate attachment for the scorable requirements. Bidders must respond to the scoreable requirements in the numerical requirement order that they appear in the Attachment V.2, therefore scoreable requirements responses will be intermixed with pass/fail requirement responses.
If bidder responseds "No" for a mandatory requirement, bidder must provide reason for not meeting the requirement in the comments column. The EDD will evaluate the response based on Section VIII, Evaluation as to whether or not they are a material deviation.

EDD will not change this requirement.
Sample report for Requirements 503, 506, & 510 is available in the Bidders' library. Direct deposit and direct deposit transfer data is currently not collected.
Via a RFP addendum, the boxes will be marked "N/A."
The RFP deadline is 2:00 p.m. (Pacific Time), July 15, 2015.
No, the EDD will not remove this requirement.
Yes, bidders may submit their financial statements in electronic format only due to the length of the files.
Public Contract Code (PCC) Section 6611 authorizes the Department of Genral Services to use a negotiation process under certain circumstances. The decision to initiate negotiations would be made before contract award. At this time, EDD does not foresee initiating PCC 6611 negotiations.

No. The EDD will not agree to this requirement.
Yes, but any sample marketing materials must be marked "Sample" or "Draft". Any use of logos, State and/or EDD logos, is limited to providing a response to the RFP and must not be used for any other purpose.
Bidders must provide responses ("Yes" or "No") in RFP Response Volume 1, to each requirement in Attachment V.2 Statement of Work - EBP Service Requirements, A-S. If the response to a requirement in this section is "No", then a comment explaining why the bidder doesn't agree to the requirement must be provided in the "Comment" column. Requirements that are left blank, or have a "No" response, regardless of the comment, may be cause for rejection of the proposal.
The Bidders' Library address is http://edd.ca.gov/ebp/ Access to the EBP Bidders' Library Site will be granted upon receipt of Bidder's submission of Attachment I.1, Letter of Intent to Bid, page 13, and Attachment I.2 Confidentiality Statement, page 14, of the RFP.
No, the EDD will not agree to this. No fees should be associated with ACH transactions and related services.

- EDD does not have this information.
- The frequency of file submission is daily.
- There is no other purpose of ACH files beside payment to claimants
- A debit ACH limit will not be required.
- EDD does not have this information.
- See previous bullet.
- EDD does not typically have larger ACH files.
- EDD does not need to wire funds from this account.
- The accounts are funded early in the day.

Monthly Data is available for:
# of Loads per month, last 24 months
$ of Loads per month, last 24 months

# of live agent phone calls per month, last 24 months
# of IVR calls per month, last 24 months

Daily Data is available for:

# of ATM withdrawals per month, last 24 months
$ of ATM withdrawals per month, last 24 months

# of Teller withdrawals per month, last 24 months
$ of Teller withdrawals per month, last 24 months

# of POS PIN transactions per month, last 24 months
$ of POS PIN transactions per month, last 24 months

# of POS SIG transactions per month, last 24 months
$ of POS SIG transactions per month, last 24 months

# of transfers to a personal bank account per month, last 24 months
$ of transfer to a personal bank account per month, last 24 months

A sample of the data is available at the Bidders' Library.

For SDI (DI/PFL) and for UI, the frequency of disbursements per claimant is every two weeks.

UI the average number of disbursements over the life of the claim is ten, (10). DI the average number of disbursements over the life of the claim is eight, (8). PFL the average number of disbursements over the life of the claim is three, (3).
EDD is developing internal requirements and the implementation timeframe is unknown.
The data is not available.
The data is not available.
For 2014, approximately 2.4 percent of the 5.6 million SDI (DI & PFL) benefit payments issued did not qualify for a debit card. For 2014, approximately 0.57 percent of the 12.7 million UI benefit payments issued did not qualify for a debit card.

Only Daily Data is available for these items.
At any point in time the number of active cards can fluctuate. For example, on 1/31/13, there were 2,385,697 UI active cards; on 1/31/14, there were 2,937,971 UI active cards. Only Daily data is available.
This information is not available.
Only Daily Data is available for these items.

At any point in time the number of active cards can fluctuate. For example, on 1/31/13, there were 1,353,692 SDI active cards; on 1/31/14, there were 1,766,037 SDI active cards. Only Daily data is available.
This information is not available.
The EDD believes that offering claimants a choice between receiving their benefits via debit card and direct deposit into a bank account of their choice (as opposed to direct deposit transfer) will comply with the proposed amendments to the CFPB regulations.
No. The EDD RFP Evaluation Team consists of EDD internal staff.
The EDD is developing internal requirements and the implementation timeframe is unknown.
The EDD will provide a Microsoft Word version of the RFP Sections in the bidders' library.
The EDD does not know to what extent banking laws apply to any particular disbursement. EDD is not a banking expert. The Contractor must follow all applicable laws regarding any disbursements made on EDD's behalf, regular or alternative.
This is not a question and will not be considered part of the contract.

EDD is not authorized to change the State's liability or indemnity terms. These terms were drafted by the Department of General Services pursuant to state statutory and regulatory law for all state contracts.
Given the difficulty of predicting damages to the state in the event of the Contractor's failure to peform, EDD has carefully drafted liquidated damages terms set forth in the RFP. These will not change. In addition, EDD is not authorized to deviate from the indemnification provisions set forth in Exhibit C, GTC-610.
Yes.
Yes.
Bidders are cautioned that any exception to a requirement may be viewed as a material deviation, which will be the basis for rejection of the bid.
This is a procurement for a zero dollar contract. EDD is not authorized to pay the Contractor under the terms of this RFP. The EDD may waive the imposition of liquidated damages on a case by case basis. The EDD would consider waiver of liquidated damages if any failure of peformance by the Contractor were caused by the State and/or incumbent provider.
The Contractor is expected to abide by the provisions of Exhibit C-GTC 610. The EDD is not authorized to make changes to these provisions.
No.
EDD interprets the term to mean that the Contractor will satisfactorily perform all work according to the timelines set forth in the RFP and/or upon mutually agreed upon schedules contemplated under the RFP to be determined later.

Electronic Benefit Payments (EBP)

REQUEST FOR PROPOSAL (RFP)

EDD RFP #65466
Addendum 9
~~April 21, 2015~~
August 14, 2015

State of California

Employment Development Department
800 Capitol Mall
Sacramento, CA 95814

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SECTION I
INTRODUCTION AND OVERVIEW

A. VISION

The Employment Development Department strengthens the economic vitality of Californians and their communities.

B. MISSION

The Employment Development Department enhances California's economic growth and prosperity by collaboratively delivering valuable and innovative services to meet the evolving needs of employers, workers, and job seekers.

C. ABOUT THE EDD

The Employment Development Department (hereinafter known as EDD), administers the Unemployment Insurance (UI), State Disability Insurance (SDI), which includes Disability Insurance (DI) and Paid Family Leave (PFL), Workforce Services, and Workforce Investment Act programs. The EDD, one of the nation's largest tax collection agencies, is responsible for auditing and collecting employment taxes and maintains employment records for more than 18.5 million California workers. Following federal and state laws with fairness and equity, and ensuring fiscal integrity, the EDD performs the following functions:

1. Operates the State's employment service – connecting employers with job seekers;
2. Acts as an economic stabilizer through the administration of the Unemployment Insurance program;
3. Provides prompt and accurate services that enable taxpayers to easily report data and meet their tax responsibilities;
4. Provides partial wage replacement for non-occupational disabilities, to care for a seriously ill family member or bond with a new minor child through the administration of the State Disability Insurance (SDI) program;
5. Encourages self-sufficiency in the current and future workforce;
6. Serves as the central source for information on California's labor market; and
7. Plans, deploys, and manages technology to improve our business processes and access to our services.

As one of the largest State departments, the EDD offers a wide variety of services to millions of Californians with nearly 9,000 employees providing services at approximately 200 locations throughout the State.

Through the UI and SDI programs, the EDD provides partial wage-replacement benefits to eligible California workers. Funded by employee payroll deduction (SDI) and employer tax contributions (UI), these insurance programs provide a strong stabilizer to

California's economy and are designed to assist those who are out of work, ill, need time away from work to care for a seriously ill family member, or bond with a new child. California workers who are covered by the SDI program are eligible for DI and PFL benefits.

For DI and PFL claims, filing methods include Internet and mail. For UI claims, the EDD offers multiple filing methods, including Internet, telephone, mail, and fax. Most UI and SDI benefits are issued to claimants through the electronic benefits payment services and the EDD Debit Card℠.

Each year, the EDD receives and processes more than 5.3 million initial UI claims and over 920,000 SDI claims. The EDD paid out more than $10.6 billion in UI benefits in 2014 and over $4.5 billion in SDI benefits.

The EDD has a specialized law enforcement organization that enforces the provisions of the California Unemployment Insurance Code (CUIC). The EDD's Investigation Division provides investigative services to prevent, detect, and investigate fraud committed against the EDD's programs and resources.

D. PURPOSE OF THIS RFP

Currently, EDD contracts with Bank of America to disburse benefits to its claimants. Benefits are electronically disbursed to claimants via a debit card. Once claimants have received their debit card, they can continue to use the debit card for the duration of their benefit payments, or they may opt establish direct deposit transfer of all or a portion of their benefits from the debit card to a bank account of their choice.

The purpose of this Request for Proposal (RFP) is for the EDD to obtain the services of a qualified State of California Depository Bank through a no-cost contract to provide for the payment of UI and SDI benefits. EDD's intention is to provide claimants with both debit card and direct deposit transfer services at the start of the contract. When EDD communicates its readiness to implement direct deposit services, the Contractor will discontinue direct deposit transfer services and provide a seamless transition from direct deposit transfer to direct deposit. The Contractor will:

- Securely receive UI and SDI data from the EDD;
- Securely return payment disbursement confirmation for the EDD to maintain its financial reporting responsibilities;
- Electronically disburse benefit payments to claimants;
- Pay benefits to claimants via Visa or MasterCard branded debit cards, direct deposit, and direct deposit transfer services.
- In the event that claimants are not qualified for a debit card per the bank regulations or do not provide their bank information for direct deposit, the Contractor shall provide alternative disbursement payment methods.
- Such alternative disbursement methods must be at no cost to EDD. They must include in digital disbursements for those who have a means of receiving digital disbursement and for those who do not, check writing services.

- Provide claimants access to benefits paid at no cost via financial institutions, automated teller machines and points of sale;
- Develop, provide and distribute cardholder outreach, education and marketing materials; and,
- Provide customer service.

In addition, the Contractor shall be responsible for adhering to all banking and UI and SDI Program regulations; conducting training for the EDD staff to manage the debit card, direct deposit, and direct deposit transfer services and providing financial and management reports and necessary data to the EDD.

The EDD and the Bidder acknowledge, understand, and agree to mutually consider the best practices provided in U.S. Department of Labor's Unemployment Insurance Program Letter (UIPL) 34-09, Best Practices for Payment of Unemployment Compensation (UC) by Debit Cards, available at: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2795, in providing electronic benefit payments.

Responses to this RFP will be evaluated based on the high-point method of evaluation. An award, if made, will be to a single bidder awarded the highest points as calculated in accordance with the methodology defined in Section VIII, EVALUATION. Therefore, bidders should carefully read the RFP instructions and details to ensure an understanding of the requirements and evaluation process.

The Contract term will be five (5) years, with the EDD's option to extend the contract for up to two (2) additional two (2) year Contract terms. The Contract period may not exceed nine (9) years. The EDD is not legally obligated to exercise its right to extend the contract. Notwithstanding the EDD's right to terminate for cause under Exhibit C, GTC-610 of the Standard Agreement, the EDD reserves the right to terminate this Agreement for any reason and at its sole discretion at any time upon providing six (6) months prior written notice to the Contractor. The EDD is not responsible for any costs incurred by the Contractor or its subcontractor(s) as a result of early termination.

E. SCOPE OF THE RFP AND BIDDER ADMONISHMENT

This RFP is being conducted under the policies developed by the Department of General Services (DGS) as provided under California Public Contract Code. This RFP contains the instructions governing the requirements for a proposal to be submitted by interested bidders, the format for proposals, and materials to be included. This RFP also addresses the requirements that bidders must meet to be eligible for consideration, as well as addressing bidders' responsibilities during the term of the contract. If a bidder expects to be afforded the benefits of the bidding steps included in this RFP, the Bidder must take the responsibility to:

- Read the entire RFP carefully;
- Ask appropriate questions in a timely manner, if clarification is necessary;
- Submit all required responses, completed to the best of bidder's ability, by the required dates and times;
- Make sure that all procedures and requirements of the RFP are accurately followed and appropriately addressed; and;
- Reread the entire RFP carefully before submitting the bid.

F. CONDITIONS AND COMMITMENT

Upon submittal of a proposal, the Bidder has committed to comply with the following requirements:

1. All items noted in the RFP.
2. The State's General Terms and Conditions (GTC-610) available for viewing at: http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx
3. The State's Contractor Certification Clauses (CCC-307)available for viewing at: http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

If the Bidder fails to meet any requirements or cannot comply with the requirements, the EDD may reject, disqualify, or remove the Bidder from the bid process. The EDD is not obligated to award a Contract resulting from this RFP.

G. AVAILABILITY

Services are scheduled to begin by the Contract Award and Execution Date specified in Section I.I Key Action Dates below.

H. PROCUREMENT OFFICIAL

The Procurement Official and the mailing address to send bids, questions or copies of protests are:

Rose Liu
Employment Development Department
800 Capitol Mall, MIC #62-C
Sacramento, CA 95814
(916) 654-6400
Fax #: (916) 319-4185
email: rliu@edd.ca.gov

I. KEY ACTION DATES[1]

Listed below are the important actions, dates and times by which events must occur or be completed. If the State finds it necessary to change any of these dates, it will be accomplished via an Addendum to this RFP.

ACTION	DATE/TIME
1. Release of RFP	**04/21/15**
2. Last day to submit questions in writing	**05/05/15**
3. Response to Questions via Bid Sync available at: www.bidsync.com	**05/19/15**
4. Last day to submit request to change RFP requirements	**06/01/15**
5. Last day to submit Section I documents (Attachment I.1 Letter of Intent to Bid and Attachment I.2 Confidentiality Statement)	**06/16/15**
6. Submission of Proposals by 2:00 p.m. (Pacific Time)	**07/15/15**
7. Evaluation of Proposals	**07/16/15 – 07/30/15**
8. Release of Addendum 9	**08/14/2015**
9. Final Proposal Due	**08/27/2015**
10. Evaluation of Final Proposal	**08/28/15-09/04/15**
~~8.~~11. Notification of Intent to Award	**~~07~~09/~~31~~04/15**
~~9.~~12. Last Day to Protest Selection	**~~08~~09/~~07~~11/15**
~~10.~~13. Contract Award and Execution	**~~08~~09/~~12~~15/15**

[1] All dates are projected only and may be adjusted as conditions indicate. Prospective bidders are advised to periodically check the Bid Sync website for Addendums, modifications and question and answer sets related to this RFP. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check the website for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check the website for updates will be at the Bidder's sole risk.

J. MINIMUM QUALIFICATIONS (MQs) FOR BIDDERS

At the time of bid submittal, the Bidder must meet the following requirements:

1. Be a State of California Depository Bank.
2. Be a member of the Federal Reserve System.
3. Be capable of providing the banking services required by the EDD.
4. Be sufficiently capitalized to accommodate the EDD's cash management needs.
5. Have established bank branches and ATMs located throughout the State of California.
6. Possess five (5) years' experience performing Electronic Payment Services work similar in nature and size to that described in the Statement of Work (SOW), Attachments V.1 and V.2.
7. Have experience providing Electronic Pay Card Services to or for a public entity as a contractor or a subcontractor.
8. Be currently qualified to do business in California, if a Corporation. "Doing business" is defined in California Revenue & Taxation Code section 23101 as actively engaging in any transactions for the purpose of financial or pecuniary gain or profit.
9. Be a full-service financial institution in good standing with the State of California Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

PROPOSALS THAT DO NOT MEET THE MQS LISTED ABOVE WILL BE DISQUALIFIED FROM FURTHER CONSIDERATION.

K. AMERICANS WITH DISABILITIES ACT (ADA)

To comply with the nondiscrimination requirements of ADA, it is the policy of the State to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, please contact the Procurement Official identified in Section I.H. above.

L. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS

DVBE requirements have been waived for purposes of this RFP.

M. CONFIDENTIALITY

To preserve the integrity of the security and confidentiality measures integrated into the State's projects and systems, each bidder is required to sign Attachment I.2, Confidentiality Statement, and submit it by the date specified in Section I.I Key Action Dates above.

Similarly, any contractor engaging in EBP services with the State, requiring them to come into contact with confidential State information, will be required to exercise security precautions for such data that is made available, including the signing of additional EDD confidentiality statements.

N. SUBCONTRACTORS

Any subcontractor that the Bidder chooses to use in fulfilling the requirements of this RFP, and which is expected to receive more than ten (10) percent of the value of the contract, must also meet all Administrative and Technical Requirements of the RFP, as applicable. Complete Attachment IV.4, List of Subcontractors, and include it with the bid. All proposed subcontractors must be identified on the Attachment.

ATTACHMENT I.1
LETTER OF INTENT TO BID

Rose Liu
Employment Development Department
800 Capitol Mall, MIC #62-C
Sacramento, CA 95814

RE: RFP # 65466

This is to notify you that it is our present intent to {bidder shall specify submit/not submit*} information in response to the above referenced RFP. The individual to whom all information regarding this RFP should be transmitted is:

Name:
Address:
City, State, & Zip
Phone Number:
Fax Number:
Email address:

We concur with the proposed contract language as presented in the RFP.

*If declining to bid, please explain reason(s) why:

Sincerely,

_____
Name (Signature)

_____
Typed Name and Title

_____
Company

(___)_____ (___)_____ _____
Phone Number Fax Number Email Address

ATTACHMENT I.2
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 RFP #65466 or in conjunction with any contract arising there from. 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)

SECTION II
RULES GOVERNING COMPETITION

A. IDENTIFICATION AND CLASSIFICATION OF RFP REQUIREMENTS

1. Mandatory
The State has established certain requirements with respect to bids to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the supplier, or cost to the State. Material deviations cannot be waived.

2. Desirable
The words "should" or "may" in the RFP indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the bid.

B. BIDDING REQUIREMENTS AND CONDITIONS

1. General
This RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A bidder's Bid is an irrevocable offer for 45 days following the scheduled date for contract award specified in Section I.I Key Action Dates. A bidder may extend the offer in the event of a delay of contract award.

2. RFP Documents
This RFP includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the contract(s) to be executed between the State and the successful bidder(s).

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Procurement Official identified in Section I.H of such error in writing and request clarification or modification of the document.

The word "bid" as used throughout this document is intended to mean "proposed," "propose" or "proposal" as appropriate.

Modifications will be made by addenda issued pursuant to Section II.B.6.Addenda. Such clarifications shall be given by written notice to all parties who have identified themselves as bidders to the Procurement Official identified in Section I.H, without

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divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of bids, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

3. Examination of the Work
The Bidder should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in the RFP sections on ADMINISTRATIVE REQUIREMENTS and/or the sections on EBP SERVICES REQUIREMENTS.

4. Questions Regarding the RFP
Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in writing via an email clearly entitled "Questions Relating to EDD RFP #65466" or via the Bid Sync website, to the Procurement Official listed in Section I.H. To ensure a response, questions must be received in writing by the scheduled date(s) given in Section I.I Key Action Dates. Question and answer sets will be provided to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A Bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of that Bidder's proposal and which, if disclosed to other bidders, would expose that bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section I.I Key Action Dates to ensure a response. The Bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified.

If the bidder believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints to the bidder in proposing less costly or alternate solutions, the bidder may request a change to the RFP by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Department Official by the date specified in Section I for submitting a request for change. **Oral answers shall not be binding on the State.**

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5. Intent to Bid
Bidders who intend to participate in the RFP process are asked to state their intent to submit a proposal via the use of Attachment I.1 Letter of Intent to Bid from Section I, INTRODUCTION AND OVERVIEW to receive additional information related to this RFP. These forms should be submitted by the date listed in Section I.I, Key Action Dates, in order to receive additional information regarding this RFP. Only those bidders acknowledging interest in this RFP will continue to receive additional correspondence throughout this procurement. However, all items related to the RFP will be posted on the following website: www.bidsync.com. Bidders should become familiarized with the website and should not rely on the EDD submitting every document related to this RFP via email or other method.

The letter should identify the contact person for the solicitation process, plus include a phone number, fax number, and email address. There will be only one (1) contact person during the process, and information related to this RFP will only be provided to the designated person. It shall be the Bidder's responsibility to immediately notify the Procurement Official identified in Section I.H, in writing, regarding any revision to the contact information. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

6. Addenda
The State may modify the RFP prior to the date fixed for Contract Award by issuance of an addendum to all bidders who are participating in the bidding process at the time the addendum is issued, unless the amendments are such as to offer the opportunity for nonparticipating bidders or suppliers that submitted an intent to become participating, in which case the addendum will also be sent to those parties. Addenda will be numbered consecutively. If any bidder determines that an addendum unnecessarily restricts its ability to bid, the bidder is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Paragraph D-1 of this section.

7. Joint Bids
A joint bid (two or more bidders quoting jointly on one bid) may be submitted and each participating bidder must sign the joint bid. If the contract is awarded to joint bidders, it shall be one indivisible contract. Each joint contractor will be jointly and severally responsible for the performance of the entire contract, and the joint bidders must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

8. Air or Water Pollution Violations

Unless the contract is less than $25,000 or with a non-competitively bid contractor, Government Code Section 4477 prohibits the State from contracting with a person,

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including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.

Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

9. Fair Employment and Housing Commission Regulations

The California Government Code Section 12990 requires all State contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State contractors to ensure their compliance with the law. The DFEH periodically disseminates a list of suppliers who have not complied. Any supplier so identified is ineligible to enter into any State contract.

12. Unfair Practices Act and Other Laws

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.

C. BIDDING STEPS

1. General

Bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Proposal. Before submitting a Proposal, the Bidder should carefully review it for errors and adherence to the RFP requirements. The Proposal must be complete, including all required documents, signatures, and certifications.

2. Confidentiality

Bids become public upon opening; however, the contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until notice of intent to award.

Bidders should be aware that marking a document “CONFIDENTIAL” or “PROPRIETARY” in a bid may exclude it from consideration for award and will not keep that document from being released, as part of the public record, after notice of intent to award, unless the Bidder has obtained a court order preventing the State from releasing the document.

After the bids are opened, the content of all working papers and discussions relating to the Bidder’s proposal may be held in confidence only if the public interest served by not

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disclosing the record(s) is clearly outweighed by the public interest in disclosing the record(s). Any disclosure of confidential information by the Bidder is a basis for rejecting the Bidder's proposal and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a state employee is a basis for disciplinary action, including dismissal from state employment, as provided by Government Code Section 19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

3. Submission of Proposals/Bids

(a) Preparation

Proposals/Bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE CONCENTRATED ON CONFORMANCE TO THE RFP INSTRUCTIONS, RESPONSIVENESS TO THE RFP REQUIREMENTS, AND ON COMPLETENESS AND CLARITY OF CONTENT. RESPONSES SHOULD ONLY BE INCLUDED WHERE SPECIFICALLY INSTRUCTED TO DO SO. Before submitting each document, the Bidder should carefully proofread it for errors and adherence to the RFP requirements.

b) Bidder's Cost for Proposal Preparation

Costs for developing proposals and bids are the responsibility entirely of the Bidder and shall not be chargeable to the State.

(c) Completion of Proposals and Bids

Proposals/Bids must be complete in all respects as required by the RFP Section VII on PROPOSAL FORMAT. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements.

(d) False or Misleading Statements

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this RFP, it will be a basis for rejection of the bid.

(e) Signature of Bid

A cover letter (which shall be considered an integral part of the Proposal) shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Bid shall be rejected.

(f) Delivery of Proposals and Bids

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Deliver proposals and bids to the Procurement Official listed in Section I.H. If mailed, it is suggested that you use certified or registered mail with return receipt requested as delivery of documents is at the Bidder's own risk of untimely delivery, lost mail, etc.

Proposals and bids must be received in the number of copies stated in the RFP Section VII PROPOSAL FORMAT and not later than the dates and times specified in Section I.I Key Action Dates. One copy must be clearly marked "Master Copy." All copies of proposals and bids must be under sealed cover which is to be plainly marked " EDD RFP #65466." Bids not received by the date and time specified in Section I.I Key Action Dates, or not sealed, will be rejected. All Fee Schedule data (as identified in the above referenced section) must be submitted under separate, sealed cover and clearly marked "FEE SCHEDULE." If Fee Schedule data is not submitted in this manner, the bid will be rejected. All Revenue Share data (as identified in the above referenced section) must be submitted under separate, sealed cover and clearly marked "REVENUE SHARE." If revenue share data is not submitted in this manner, the bid will be rejected.

Proposals and bids submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal or bid, the proposal or bid may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Bid is not clearly marked "Master Copy," the State may reject the bid; however, the State may at its sole option select, immediately after bid opening, one copy to be used as the Master Copy.

g) Withdrawal and Resubmission/Modification of Proposals and Bids

A bidder may withdraw their Proposal at any time prior to the bid submission date and in accordance with the time specified in Section I.I Key Action Dates by submitting a written notification of withdrawal signed by the Bidder authorized in accordance with Section II.C.3.e Signature of Bid. The Bidder may thereafter submit a new or modified bid prior to such bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Bids cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Paragraph 5.c. of this section.

4. Rejection of Proposals

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

5. Evaluation and Selection Process

(a) General

Proposals and bids will be evaluated according to the procedures contained in the RFP Section VIII, EVALUATION.

(b) Evaluation Questions

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During the evaluation and selection process, the State may desire the presence of a bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Bids, the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their bid. Mathematical corrections will be permitted.

(c) Errors in the Proposal

An error in the Proposal will likely cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections due to immaterial deviations.

In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

1) If the Bidder's intent is clearly established, based on review of the complete Bid submittal, the State may at its sole option correct an error based on that established intent.
2) The State may at its sole option correct obvious clerical errors.
3) The State may at its sole option correct discrepancy and arithmetic errors on the basis that, if intent is not clearly established by the complete bid submittal, the Master Copy shall have priority over additional copies, the bid narrative shall have priority over the contract, the contract shall have priority over the fee/revenue sheets, and within each of these, the highest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the highest level of detail is obviously misstated.
4) IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE REVENUE ELEMENTS IN THEIR BID, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME OF SUBMITTAL.
5) At the State's sole discretion it may declare all Proposals to be Draft Bids in the event that the State determines that all Proposals from bidders contain material deviations that require clarification. Bidders may not protest the State's determination that all bids have material deviations. If all bids are declared noncompliant, the State may issue an addendum to the RFP. Should this occur, confidential discussions will be held with bidders who are interested in continuing to be considered. Each bidder will be notified of the due date for the submission of a new Bid to the State. This submission must conform to the requirements of the original RFP as amended by any subsequent addenda. The new Bids will be evaluated as required by Section VIII, EVALUATION.

6. Award of Contract

Award of contract, if made, will be in accordance with Section VIII, EVALUATION, to a responsible bidder whose Bid complies with all the requirements of the RFP documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within 180 days after the

scheduled date for Contract Award specified in Section I.I Key Action Dates; however, a bidder may extend the offer beyond 180 days in the event of a delay of contract award.

The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its RFP, unless otherwise expressly provided in the State's RFP. Unless the Bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its RFP.

Written notification of the State's intent to award will be made to all bidders submitting a Bid. If a bidder, having submitted a Bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award according to the rules of Paragraph C-5, the Bidder will be allowed five (5) working days to submit a protest to the Intent to Award, according to the instructions contained in Paragraph D-1 of this section.

7. Debriefing
A debriefing may be held after contract award at the request of any bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Bid. A debriefing is not the forum to challenge the RFP specifications or requirements.

D. OTHER INFORMATION

Protest

Before a protest is submitted regarding any issue other than selection of the "successful bidder," the Bidder must make full and timely use of the procedures described in this Section II RULES GOVERNING COMPETITION to resolve any outstanding issue(s) between the Bidder and the State. The procurement procedure is designed to give the Bidder and the State adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Bid is due. The protest procedure is made available in the event that a bidder cannot reach a fair agreement with the State after exhausting these procedures. A protest shall be submitted according to the procedure below. Protests regarding any issue other than selection of the "successful bidder" are requirements protests and will not be heard.

An award protest is where a bidder has submitted a bid which it believes to be totally responsive to the requirements of the RFP and to be the bid that should have been selected according to the evaluation procedure in Section VIII, EVALUATION, and the Bidder believes the State has incorrectly selected another bidder for award. For this situation, the Bidder may submit a protest of the selection as described below. All protests must be made in writing, signed by an individual authorized under Paragraph C-3-e, Signature of Bid, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedures on which the protest is based.

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The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Department of General Services:
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Fax: (916)376-5088

Awarding Agency:
Employment Development Department
Attention: Rose Liu
Procurement Section
800 Capitol Mall, MIC. 64-C
Sacramento, CA 95814

Protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the Office of Legal Services of the Department of General Services as promptly as possible, but not later than the respective time and date specified in Section I.I, Key Action Dates, for such protests or the respective date of the Notification of Intent to Award, whichever is later. Certified or registered mail should be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

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SECTION III
CURRENT SYSTEM

This section describes the EDD's current business functions, organizational structure and technical environment supporting the UI and SDI Programs and describes how they relate to the EBP project. The information presented in this section is intended for the bidders' understanding of the current system and does not convey any requirements for the EBP project.

The EDD issues UI, DI, and PFL benefits electronically using the EDD Debit Card and by paper warrants to eligible claimants. The claimants are mailed an EDD Debit Card when the first benefit payment is authorized by the EDD or a warrant is mailed via the United States Postal Service (USPS); and the claimants convert the warrant to cash or deposit the warrant into an established bank account. Claimants may have benefit payments transferred from the debit card to their personal bank accounts using a one time or recurring direct deposit transfer. For Calendar Year 2013, the EDD UI issued approximately ~~65,000~~66,200 warrants, and 21.~~5~~ 6 million electronic payments for a total of ~~$10,710,734,400 dollars~~ 10.6 billion. The DI issued approximately 107,000 warrants, and 4.4 million electronic payments for a total of ~~$4,630,195,335~~4.6 billion.

A. BENEFIT PROGRAMS

1. UI Program

The UI Program is a joint federal and state partnership. The basic UI Program framework is established by federal law, administered by state law, and funded by employer tax contributions. The United States Department of Labor (DOL) participates as the federal partner, providing direction and guidance to the states. The CUIC and the California Code of Regulations Title 22, Social Security Division I, and the EDD provide governance for California's UI Program. The EDD UI Branch administers the UI Program for California.

The UI Program provides assistance to individuals who have lost their job through no fault of their own. To collect benefits, individuals must first file a claim and meet the eligibility requirements. The benefits are paid after the individual submits a certification form (weekly or bi-weekly) and payment is authorized by the EDD. The claim's benefit amount is based on the claimant's earnings in a particular 12-month period, called the base period. Claimants must certify that they have met eligibility requirements for each week benefits are claimed.

The federal DOL establishes UI workload performance measures which must be met by all states. The EDD's performance data must be reported to DOL within specific timeframes. The data are used to obtain financial reimbursement from the DOL for state UI operations, to determine state and federal labor statistics, and to serve as leading economic indicators for the State and the nation.

California has experienced unprecedented workload levels in the last five years. During 2009, the EDD had a significant spike in the demand for UI benefits. With the expansion of the federal extension program through December 2013, the number of unemployment claims processed by the EDD has exceeded all prior records.

Data detailing the UI claim volumes, amount of benefits paid, and call volumes are available in the Bidder's Library.

2. SDI Program

SDI is a partial wage replacement insurance plan for California workers. The SDI Program is a State-mandated plan funded through employee payroll deductions. Workers covered by SDI are provided two benefits: Disability Insurance (DI) and Paid Family Leave (PFL). The EDD DI Branch administers the SDI Program in California.

The DI benefits are paid when eligible workers are unable to work and sustain a wage loss due to a non-job-related injury, illness, or pregnancy. Most workers may receive up to 52 weeks of DI benefits.

The PFL benefits are paid to individuals who take time off work and sustain a wage loss due to the need to care for a seriously ill child, spouse, parent, domestic partner, sibling, grandparent, grandchild, parent-in-law or to bond with a new minor child. Up to six weeks of PFL benefits may be paid within any 12-month period.

The benefit rate for each DI or PFL claimant is determined by the highest quarter wages in a specified 12-month base period. Individuals can receive either DI or PFL but not both benefits simultaneously.

California law allows employers or a majority of employees to apply to EDD for approval of a Voluntary Plan (VP) for the payment of DI and PFL benefits to their employees in lieu of the State-mandated plan. The benefits and rights under a VP must be equal to or exceed the State-mandated plan in all respects and provide at least one greater right or benefit than provided by the State-mandated plan.

Self-employed and employers, including general partners, and individuals in family employment not subject to the CUIC may select elect coverage (EC). EC is an option for self-employed individuals and employers to apply for coverage under SDI that includes DI and PFL benefits.

The DI Branch also administers an SDI Program for state employees and a separate Non-Industrial Disability Insurance (NDI) program.
The NDI is a program funded by state government employers to provide partial wages to state government employees who are not covered by SDI and experience a loss of wages due to a non-work related disability. While the EDD administers the NDI program, payment is issued by the State Controller's Office.

Data detailing the SDI claim volumes, amount of benefits paid, and call volumes are available in the Bidder's Library.

B. INFORMATION TECHNOLOGY ORGANIZATIONS

1. Information Technology Branch

The Information Technology Branch (ITB) supports the EDD's business through the successful planning, deployment, and management of information technology.

The ITB provides leadership and direction to its internal and external customers in the use of technology and ensures a secure technology infrastructure for the EDD. Major responsibilities include project planning, policy development, system maintenance, support, operations, and oversight of automated solutions within the Department. The Branch provides data management technical support, and services for one of the largest information technology environments in State government, including an annual $50.4 billion Remittance Processing System. The ITB focuses on the identification, development and deployment of new technologies in an enterprise architecture that leverages technology to meet these needs.

The ITB is comprised of five Divisions:

Application Development Division
The Application Development Division (ADD) provides a wide range of services in collaboration with the other ITB divisions for the support and maintenance of application software solutions for the Unemployment Insurance Branch, the Disability Insurance Branch, the Tax Branch, the Workforce Services Branch, the Administration Branch, the Public Affairs Branch and the Directorate.

Infrastructure Services Division
The Infrastructure Services Division (ISD) provides the IT infrastructure to support the EDD's business applications and databases, desktops, servers, data storage, networks and provides systems administration, systems management services, security management, technical services and support needed to provide a reliable and flexible environment for the EDD's automated processes and services.

Production Development Division
The Production Development Division (PDD) is responsible for implementing and executing all the EDD IT projects including critical and complex projects with enterprise-wide and statewide impact. The PDD manages the full project lifecycle from initiation through planning, executing, controlling and closing activities for all EDD IT projects.

Production Services Division
The Production Services Division (PSD) provides general enterprise IT services such as Service Desk, Telecommunications, Request Management, Incident Management, Change and Release Management Group and IT Service Management.

Technology Governance Division
The Technology Governance Division (TGD) is responsible for IT governance that includes IT policy/standards, marketing, project management, enterprise architecture, strategic planning, IT consulting and feasibility study consulting. TGD provides administrative support for the Branch, including budget, personnel, business services, and training administration. Additionally, TGD provides IT procurement and asset management services to the entire Department.

2. California Department of Technology

California Department of Technology (CalTech) is a separate State Agency that provides network services, application hosting, Internet services, electronic messaging, IT training, and large-scale IT project management to State departments, counties, and cities throughout California. The CalTechalso has the authority and responsibility for strategic oversight and acquisition of the statewide network, including telecommunications services.

The CalTech houses mainframe services that host the EDD mainframe applications which support the EDD's programs. The CalTech provides data storage and retrieval, backup and recovery capabilities, system security, and monitors computing performance. The CalTech also offers hosting support services that allow the EDD to host some of their Websites, Web applications, and SQL databases at the Data Center.

C. OFFICE OF DOCUMENTS, PUBLICATIONS, AND DISTRIBUTION

The EDD Office of Documents, Publications, and Distribution (ODPD) is a fully integrated, computer controlled, printing and mail finishing operation that conducts business as an enterprise operation.

Generating approximately 180 million images and 100 million mail pieces per year, ODPD is responsible for producing and mailing all high-speed, computer-controlled printing, including warrants and communications pertaining to UI, SDI (DI and PFL), Workforce Services programs, and employer taxes. In SFY 2012-2013, ODPD processed approximately 85,000 UI warrants and 118,000 SDI warrants.

D. TECHNICAL ENVIRONMENT

The Single Client Database (SCDB) is the central data repository for claim-related data. It contains ~ 5 billion records, it processes ~6,500,000 transactions per day, and supports ~6,000 concurrent end-users. In 2013, it stored and processed ~3,000,000 claims, issued ~ 22,100,000 electronic payments and ~182,000 paper warrants. It separately maintains client records (which contain demographic data) and claim records (which contain data specific to individual claims.

The SCDB is integrated with several other electronic databases, including: The Tax Accounting System (TAS), which automates the monetary and non-monetary tax functions (collection and tracking); the Base Wage Database (BWDB), which stores

employee wage amounts which are reported by employers; and the Benefit Accounting System (BAS), which processes overpayments and reconciliations.

1. Existing Infrastructure

The SCDB is a two-tier mainframe system with Windows-based TN3270 terminal emulation for end use. It resides on an IBM mainframe running z/OS V1R13.0, located at the CalTech's Vacaville Data Center, a Tier III equivalent Data Center, and leverages the DB2 Subsystem running Version 9.1.

Applications are written in COBOL, COBOL-DB2, CICS and EasyTrieve. Developers use a variety of additional development tools, including ChangeMan, SyncSort, Xpediter, QMF, DB2 High Performance Unload, DB2 Automation Tool, DB2 Query Monitor, SQL Performance Analyzer, BMC Log Master, and FileAid.

A variety of high-volume and repetitive tasks, such as warrant production, are accomplished via batch processing, and the SCDB can import external data via File Transfer Protocol (FTP). It can export via the same protocol.

The current technology environment addresses security using IBM's Resource Access Control Facility (RACF) on the mainframe and Windows desktop security on the desktop.

The CalTech firewall and routers located at both the CalTech and the EDD provide security at the network level. Access into the EDD network is password protected. At the application layer, the EDD applies user authentication and authorization protocols to limit access based upon internal policies. There are role-based access levels (e.g., update and inquiry) and segregated access to screens within the applications.

2. UI Claims

UI claimants may certify for benefits using any of three methods - mailing in a paper certification, certifying online, or by phone. The paper certification (continued claim form) is processed by the Document and Information Management Center (DIMC) using high-speed mail-opening machines, automated extractors, and high-speed sorters. First, payments are sorted for priority processing. The forms are scanned using three IBML Image TRAC II high-speed scanners and the data is captured using iCapture 3.0 software. An image of the form is sent to the InfoImage management and imaging workflow system for archive and may be retrieved by authorized UI staff when they need to view the actual continued claim form, such as for signature verification. A file with the continued claim certification data is transmitted to the OTech mainframe via secure FTP for processing by the Unemployment Insurance System (UIS). The UIS attempts to authorize the certification record.

Claimants who choose to certify for benefits online via the EDD website must complete a one-time registration to establish an online account. They must authenticate their identity based on data maintained by the EDD and they must create a userID and

password. Once the registration is complete, claimants may log in to submit bi-weekly certification at their convenience.

Claimants who choose to certify for benefits using the telephone are also required to authenticate their identity and establish a secure Personal Identification Number (PIN). Once the PIN is established, claimants may submit the certification by phone at their convenience.

If the certification record submitted by any method fails application program edits or encounters barriers to payment, the application program labels it as an exception. Each exception is processed individually by staff either for payment, for disqualification, or for additional eligibility review. Once payment is authorized, the system calculates the payment amount. Some authorizations may not result in a payment to the claimant if payment reductions (e.g., overpayment offsets, wages) or a disqualification reduces any payable amount to zero. Certifications that result in an authorization are processed in a nightly batch process.

For those claimants who will receive warrants, the ODPD prints and mails the warrants with the continued claim forms for the next certification period. Forms for claimants receiving electronic payments are also printed and mailed by ODPD. Claimants who are not entitled to a payment receive a non-payment or "unpaid weeks" notice.

A flat file containing the electronic payment data is also created and transmitted to the financial institution contracted to issue the EDD Debit Card. Currently, the EDD sends and receives files to and from the financial institution over a secure encrypted Virtual Private Network (VPN) tunnel using File Transfer Protocol (FTP). This method of file exchange was determined to be the most secure way of exchanging data while maintaining data security.

With each nightly payment batch process, the EDD's Batch Payment system creates a Virtual Storage Access Method (VSAM) file for the IVR to respond to "Where's my check?" calls from claimants. The system also notifies EDD's UI Profiling system when it issues the first benefit warrant. The Profiling system can then assign the claimant a statistical score and determine if referral to re-employment services is appropriate. Additionally, EDD updates its Profiling system whenever there is an address change. This ensures the claimant is referred to the nearest Workforce Service office for job search assistance.

3. SDI Claims

Claimants may submit DI and PFL claims through the EDD website (SDI Online) or by mail. Once a completed claim is received, it is processed through the SDI Online system.

Claimants who choose to file a claim using SDI Online via the EDD website must complete a one-time registration to establish an online account. Once the registration is complete, claimants may log in and complete and file their DI or PFL claim. Claimants

receive a receipt number which is also provided to their physician/practitioner and employer for confirmation of certifications or forms filed online. After the account is established, customers can log in to SDI Online 24 hours a day, 7 days a week for access to most services.

Claimants may file a claim by mail using the appropriate DI or PFL claim form. The claim forms are routed to EDD's Document Information Management Center for data capturing, imaging, and uploaded into the SDI Online system for processing.

SDI Online is a secure electronic filing system using automated business rules to process claims that provides efficiencies and reduces costs. This service improves delivery of DI and PFL benefits by allowing the option of electronic submission of claims and other claim information by claimants, physicians/practitioners, employers, and voluntary plan administrators while following the Health Insurance Portability and Accountability Act regulations and guidelines. The SDI Online system utilizes the SCDB to issue benefit payments for qualified claims. A majority of benefit payments are issued through the existing electronic benefit payment (EBP) process.

The DI and PFL benefit payments are combined in the nightly payment batch process, which mirrors the UI nightly payment batch process.

4. Benefit Accounting System

The EDD's Integrity and Accounting Division (IAD) accounts for all benefit payments and overpayments utilizing reports generated from activity maintained within the Benefit Accounting System (BAS). The UI and SDI fund accounts are reconciled each month and the disbursement and cancellation of benefits is journalized along with any UI and SDI overpayment activity. The financial activity is reported monthly by the IAD to the Fiscal Programs Division (FPD), which submits the information to DOL.

During the payment authorization process, if an overpayment exists, the UIS queries BAS to obtain information related to the overpayment in order to calculate the amount to be reduced from the benefit payment. The BAS overpayment accounting programs post the amount offset from the benefit payment to the overpayment account. The BAS applications also maintain the status of benefit warrants issued and track any deductions made, such as federal income tax withholdings. The BAS, like UIS, is a collection of COBOL/CICS DB2 programs running on IBM z/OS V1R13 at the Vacaville Data Center using the SCDB database.

5. Taxable Unemployment Compensation system

The Taxable Unemployment Compensation (TUX) system produces the Report of Taxable Unemployment Compensation Payments, Form 1099G, in January of each year for claimants who received taxable UI, DI, and PFL benefit payments during the previous tax year. This batch COBOL system reads the SCDB for taxable payments and reductions, consolidates payments into one record per Social Security Number (SSN), and creates one file for the Internal Revenue Service (IRS) and another file for

ODPD to be used for printing forms. The 1099G information is also written to a VSAM file used to provide callers with 1099G information.

6. UI and SDI Claimant Calls

The EDD's claimants may call EDD's UI and SDI Customer Service Centers (CSCs) to receive claim status, payment history, eligibility information, requests for duplicate 1099s, employee contribution rate (for SDI claims), and other general program and claimant-specific information.

UI claimants may use EDD's IVR system to "self-serve" for payment or general information, by calling a specific self-serve phone number. To speak with a Customer Service Representative (CSR) claimants must call a specific toll free phone number for that service. See the Bidder's Library for data on claimant call volumes.

The SDI Program has two toll free numbers, one for Disability Insurance and another for Paid Family Leave. The IVR system allows claimants to obtain general information, or speak to a CSR. See the Bidder's Library for data on SDI claimant call volumes.

7. Production Change Management

The ITB utilizes a production change management process to manage not only client server custom application changes, but also any server, network, database, or workstation changes. Any proposed changes (additions, deletions, updates) which modify the hardware, software, or application components running in the production environment need to comply with the change management process.

The ITB uses Remedy for incident, service, and change management. A Request for Change (RFC) is submitted by entering the change request into the Remedy tool. The proposed change, what the change will impact, and which configuration item(s) it involves, are entered into the Remedy Help Desk module associated with the change request. The RFC is then referred to the Infrastructure Change Control Board (ICCB) where it is reviewed and either approved, denied, deferred for further analysis, or elevated to the IT Executive Team. The Infrastructure ICCB core members are release, configuration, network, security, and infrastructure systems managers and lead staff. Single Point Contracts (SPOCs) from various technology domains serve as consultants, when needed. Each change request is assigned a change priority to assist managers who determine implementation schedules for the proposed changes. After an RFC is approved, the requestor (change owner) may begin implementation of the change. The RFC schedules are maintained by the Customer Services Group on the IT Event Calendar. The change owner coordinates change scheduling with affected groups and is responsible for planning and implementing the change within the IT environment. Changes to the OTech network are also tracked as informational changes and do not require Infrastructure ICCB approval. However, they are presented to the ICCB for communication and planning purposes.

Within ITB there are several other Configuration/Change Control Boards tasked with evaluating and recommending change requests which will affect systems under their control. The Boards' change requests are approved, developed, and tested prior to presentation to the ICCB for implementation approval. For example, all changes affecting network security (e.g., intrusion detection, access control, encryption services) must be coordinated with the Security Configuration Control Board.

8. Maintenance and Testing

Changes to client server applications follow a similar change process using different tools. Configuration Items (CIs) such as, source code and builds, are tracked in the Configuration Management Database. After receiving formal ITB change authorization approval for development, the programmer promotes the CI from the production baseline to the development baseline. The programmer checks out production source code, makes the necessary changes and completes unit testing. The revised source code is then checked into the Productions Solutions Layer (PSL) Definitive Software Library. The source code is promoted to the integration test environment and a build is created for integration testing. Once integration testing is completed, the build is moved to the LAN test staging area and the source code PSL CI is promoted to the system test baseline. The System Test Group (STG) completes a structured, end-to-end system test, stress/load test (if applicable), and provides the environment and necessary data for customers to perform further acceptance testing. The STG notifies the integrator of successful test results who then provides the pre-production baseline CI to configuration management. Change management forms are updated and forwarded to the Change and Release Group for formal change authorization approval for promotion to the production baseline and deployment to the production environment. The ITB utilizes the test management tool HP Quality Center (QC) for storing of test cases and scripts, and defect logs, as well as use in Requirement Management and Traceability. Microsoft Excel spreadsheets interface with HP QC.

9. Backup and Operational Recovery

Backups of critical production and support libraries containing application programs and Job Control Language (JCL) are created by the EDD in scheduled backup jobs on a daily and weekly basis. Weekly, these backup tapes are taken and stored off-site at a Disaster Off-Site Location (DOSL) by OTech. The CalTech provides a Disaster Recovery (DR) service for the mainframe for Application Hosting customers at both Data Centers (Rancho Cordova and Vacaville). The opposite facility is designated as the DR hot site.

The SCDB database is backed up nightly for the UI and SDI systems. They are also backed up before special processing that updates the database as part of the normal production batch processing.

The other DB2 databases, such as WGS, ADS, EBP and UIS, are backed up nightly before special processing that updates these databases as part of the normal production batch processing.

Change Man libraries are backed up weekly by the jobs EMCNN310 and EADBAP35 by the Application Operations (AO).

Individual VSAM and master data files are backed up after each update occurrence within the batch job that performs the update or in a batch job that immediately follows the update job.

The CalTech performs full volume backups every two weeks on the disk for the shared systems. Two copies of the backups are made. One copy remains on-site for recovery of deleted or corrupted data and the other copy is stored off-site. The CalTech performs incremental backups daily on data that has changed or has been modified since the last backup. Only one copy is made and it is stored on-site for recovery of deleted or corrupted data.

Backups of software products and technology are performed solely by the CalTech. The CalTech backs up system files daily, unless they are non-production files residing on dedicated packs. These disk pack backups are kept on-site at the CalTech while previous backups are sent off-site weekly to the DOSL. Access to the tapes stored at this facility is restricted and must be coordinated through CalTech's tape library.

Components to be recovered by the EDD's recovery teams are recovered in their entirety, if at all possible. If the disaster presents a situation where this is not possible, limitations are then imposed to recover only what is required for the Continuity Plan for Business (CPB) critical business functions.

The EDD contracts with the CalTech for the provision of information technology and computer services. The CalTech routinely purchases software for shared use among its customers. Due to site-license restrictions that are attached to the software, the EDD staff cannot recover shared software purchased through the CalTech.

SECTION IV
ADMINISTRATIVE REQUIREMENTS

A. INTRODUCTION

In addition to meeting Section V Attachment V.2 Statement of Work-EBP Services Requirements of this RFP, Bidders must adhere to all administrative requirements of this RFP to be responsive. These include the rules in Section II Rules Governing Competition, the format specified in Section VII Proposal Format, completion of the worksheets specified in Section VI Revenue Share Model, and the Administrative Requirements of this Section IV.

B. BIDDER RESPONSIBILITY

Prior to award of the contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five working days to submit the information requested. Types of financial responsibility information include annual reports and currently audited balance sheets for the firm that is bidding.

C. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Bidders must submit a minimum of three (3) corporate references and three (3) staff references for key staff mentioned in this RFP: Project Manager, Technical Project Manager, and Project Scheduler.

1. References

The corporate references must demonstrate an 80% satisfaction rating in order to satisfy the RFP requirements and proceed to Evaluation of Technical Proposals. Bidders must complete and submit the templates in Attachment IV.1 Corporate References and Attachment IV.2 Key Staff References. The EDD may contact customer references during the week following submission of proposals in order to validate the information provided by the Bidder and determine the customer's overall satisfaction with the services provided. It may prove beneficial, therefore, for the Bidder to verify that the contact information provided is up-to-date, and that the reference will be available during the period of time that the EDD will be validating references (see Evaluation of Proposals in Section I.I. Key Action Dates).

If the contractor/subcontractor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as no ntractor's

nonperformance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the contractor/subcontractor to be at fault.

The Bidder shall include in their proposal full details of all terminations for default experienced by the contractor/subcontractor during the past five years, including the other party's name, address, and telephone number. Present the contractor/subcontractor's position on the matter. The State will evaluate the facts and may, at its sole discretion, reject the contractor/subcontractor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the contractor/subcontractor. In the case of multiple contractor/subcontractors submitting a proposal together, at its discretion, the State will evaluate the contractor/subcontractors in this regard individually or as a whole.

If no such terminations for default have been experienced by the contractor/subcontractor in the past five years, the Bidder shall so declare. The Bidder must include a statement swearing under penalty of perjury that no terminations for default have been experienced by the contractor/subcontractor in the past five years.

If the contractor/subcontractor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of the contract, during the past five years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

A contractor/subcontractor response that indicates that the requested information will only be provided if and when the contractor/subcontractor is selected as the apparently successful contractor/subcontractor is not acceptable and will result in the Bidder being rejected. Restricting the contractor/subcontractor response to include only legal action resulting from terminations for default is not acceptable and will result in the Bidder being rejected.

2. Resumes

The Resumes and Attachment IV.3 – Staff Roles and Qualifications Matrix must demonstrate the necessary EBP-related experience and qualifications to satisfy the minimum requirements of the RFP.

3. Subcontractor Requirement

Any subcontractor that the Contractor engages to fulfill the requirements of this Agreement, and which is expected to receive more than ten percent (10%) of the value of the Agreement, must meet all contractual requirements of the contract including three (3) company references. References will not be accepted from individuals currently working as employees of the Contractor. Complete and submit Attachment IV.4 List of Subcontractors if subcontractors are going to be used on this project.

D. PROJECT STAFFING

This section presents requirements for project staffing which reflect the mandatory and minimum staffing needs for the EBP Project. Each position has minimum

experience requirements. Bidder staff will be required to complete and sign Form 700, Statement of Economic Interest, when commencing work on the EBP Project.

During the term of the Contract, the EDD reserves the right to approve or disapprove the Bidder's staff, including but not limited to any subcontractor's staff assigned to the project. Additionally, the EDD reserves the right to review and approve or disapprove any proposed changes of staff or staffing levels.

1. Project Manager

The Project Manager is the primary point of contact between the Bidder and the EDD. He/she monitors, controls and coordinates all Bidder resources and activities, and ensures that appropriate resources are available during the term of the contract.

The Project Manager leads the Bidder's implementation and day-to-day activities, including overall performance and contract compliance. He/she is responsible for the quality and timely completion of tasks and deliverables, monitoring and control of the project schedule, resolution of issues and mitigation of risks.

The Project Manager works closely with the EDD Project Director and State staff, and will periodically (weekly, monthly or as required) present the status of project activities through written reports, oral briefings and participation in meetings.

- Technical Project Manager

The Technical Project Manager facilitates the system design process and ensures that the Bidder provides appropriate technical resources during the design, development and implementation of the EBP service. He/she provides leadership and coordinates resources in support of technical requirement definition, service design, interface development, testing, and ongoing maintenance and operations.

The Technical Project Manager will participate in the system requirements definition and design, interface design and development, testing and resolution of ongoing operation issues. He/she will develop and design all system design reports, technical deliverables and work authorizations.

The Technical Project Manager works closely with the EDD Project Team (including the Project Manager and Technical Manager) and State staff, and will periodically (weekly, monthly or as required) present the status of technical project activities through written reports, oral briefings and participation in meetings.

- Project Scheduler

The Project Scheduler creates and maintains the schedule for planning and implementation activities. The schedule must include all tasks and activities required to be performed by the Bidder or the Bidder's subcontractors, the EDD and any other individuals or organizations whose activities affect the project. The schedule will also show task dependencies and allow critical path analysis, and will be sufficiently detailed to support advance scheduling and allocation of resources for all involved parties.

The Project Scheduler also develops and maintains any other schedules needed to successfully manage the project, including work authorization schedules, as required. The Project Scheduler works closely with the EBP Project Team.

E. ADMINISTRATIVE REQUIREMENTS DOCUMENT CHECKLIST

The Administrative Requirements Document Checklist below is provided for Bidders to confirm that all administrative requirement items are contained in their proposal. For the proposal to be responsive, all required documents must be returned. The need to verify that all documentation is submitted with a proposal cannot be overemphasized as failure to submit the required documents referenced on this checklist may cause the proposal to be rejected.

DOCUMENT NAME	REQUIRED	✔
Cover Letter	Yes	
Corporate References (Attachment IV.1)	Yes	
References for Key Staff (Attachment IV.2)	Yes	
Staff Roles and Qualifications Matrix (Attachment IV.3)	Yes	
List of Subcontractors (Attachment IV.4).	If Applicable	
Minimum Qualifications Certification (Attachment IV.5)	Yes	
Financial Responsibility Information (Attachment IV.6)	Yes	
Registered to do Business in California.	Yes	
State's Contractor Certification Clauses (CCC-307)	Yes	
Small Business (SB) Certification (Attachment IV.7)	If Applicable	
Employee Confidentiality Statement (Attachment IV.8)	Yes	
Indemnity Agreement (Attachment IV.9)	Yes	
Information Security Certification (Attachment IV. 10)	Yes	
Darfur Contracting Act (Attachment IV.11)	Yes	
Certification Regarding Lobbying (Attachment IV.12)	Yes	
Disclosure of Lobbying Activities (Attachment IV.13)	Yes	
Certification Regarding Debarment (Attachment IV.14)	Yes	
Iran Contracting Act Certificate (Attachment IV. 15)	Yes	
Certificate of Insurance (COI) Requirements	Upon Award	
Target Area Contract Preference Act (TACPA)	If Applicable	
Payee Data Record (STD 204)	Upon Award	
PCI DSS Certification	Yes	
Bidder Declaration Form(GSPD-05-105) and DVBE Declaration-STD. 843	Yes	

F. COVER LETTER

A cover letter shall be signed by an individual who is authorized to bind the responding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned response shall be rejected. The cover letter must include the following:

a. The Bidder's name, address, telephone number, email address, and fax number;
b. The name, title or position, and telephone number of the individual signing the cover letter;
c. The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter;
d. A statement expressing the Bidder's willingness and ability to perform the work as described in this RFP and to provide services and work products within the timeframes specified for each deliverable;
e. A statement that the Bidder agrees to the General Terms and Conditions of this RFP and attests that they have read and will comply with the requirements set forth in this RFP without change or modification.

G. MINIMUM QUALIFICATIONS CERTIFICATION

The Bidder must substantiate that the firm satisfies each of the following minimum qualifications to the EDD's satisfaction, to be given further consideration for a contract award. The statement must contain sufficient information as prescribed to assure the EDD of its accuracy. Failure to provide complete information, based on the EDD's sole judgment, will result in the immediate rejection of the proposal. Bidders must complete Attachment IV.5 Minimum Qualifications Certification and submit in their proposal to certify.

H. FINANCIAL RESPONSIBILITY INFORMATION

The Bidder must provide financial statements giving the State information to determine financial stability. Attachment IV.6 Financial Responsibility Information must be completed and submitted with the Bidder's proposal.

I. REGISTERED TO DO BUSINESS IN CALIFORNIA

Corporations, Limited Liability Companies (LLCs) and Limited Partnerships (LPs) must be registered with the California Secretary of State (SOS) to be awarded a contract. The Secretary of State Certificate of Status must be included with the bid. 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(s) may also be obtained through the following website:
http://kepler.ss.ca.gov/list.html.

J. CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

Bidders must print, sign, and include in their proposal the State's Contractor Certification Clauses (CCC 307) which may be obtained at the following link: http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

K. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM(DBVE)

For the purpose of this solicitation, the DVBE participation requirement is waived.

L. SMALL BUSINESS CERTIFICATION

Section 14835 et seq. of the California Government Code requires that a 5% preference be given to bidders who qualify as a small business or bidders who qualify as a non-small business claiming at least 25% California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et seq. of the Military and Veterans Code. Bidder's claiming the Small Business preference must complete Attachment IV.7 Small Business (SB) Certification and submit with their proposal.

M. EMPLOYEE CONFIDENTIALITY STATEMENT

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 State Administrative Manual Section 4842.2. Attachment IV.8 Employee Confidentiality Statement must be completed by the Contractor's staff working on the project and submitted with the Bidder's proposal.

N. INDEMNITY AGREEMENT

Bidders must agree 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 Statement" by completing Attachment V.9 Indemnity Agreement and submitting it with their proposal.

O. INFORMATION SECURITY CERTIFICATION

Bidders must certify that they have in place the safeguards and security requirements stated in Exhibit B and accept responsibility for ensuring compliance with EDD security requirements by completing Attachment IV. 10, Information Security Certification and submit it with their proposal.

P. DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as

defined in Public Contract Code section 10476. Bidder's must complete Attachment IV.11 Darfur Contracting Act for this certification and submit with their proposal.

Q. CERTIFICATION REGARDING LOBBYING AND LOBBYING ACTIVITIES

Bidders must certify lobbying activities and disclose lobbying activities by completing Attachment IV.12 Certification Regarding Lobbying and IV.13 Disclosure of Lobbying Activities and submit with their proposal. The forms 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.

R. 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). Bidders must complete Attachment IV.14 Certification Regarding Debarment and submit with their proposal.

S. CERTIFICATE OF INSURANCE (COI) REQUIREMENTS

Insurance Requirements

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

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

The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for

EDD under this contract. *The additional insured endorsement must accompany the certificate*.

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

T. TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

The TACPA preference only applies to California based firms that demonstrate and certify under penalty of perjury that at least 50% of the total labor hours for manufactured goods or 90% of the total labor hours for services will be performed in distressed areas. If this Act applies to the Bidder, he/she must complete the appropriate form and attach it to their bid.
The Bidders desiring to claim Target Area Contract Preferences Act shall complete STD. Form 830 and submit it with the proposal.

Link to website: http://www.documents.dgs.ca.gov/ols/SCM%202014/Chapter_8_-_Business_Participation_Program_Requirements.pdf
Link to form: http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf

U. PAYEE DATA RECORD STD.204

The successful bidder as a result of this RFP will be required to sign the Payee Data Record, STD. 204 http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf before Contract award.

V. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS(PCI-DSS)

Bidders must submit a copy of their Payment Card Industry Data Security Standards compliance certification with their bid proposal.

W. DISABLED VETERAN BUSINESS ENTERPRISE DECLARATION

To be considered responsive, all Bidders must complete and submit the Bidder Declaration (GSPD-05-105). The completed declaration must identify all subcontractors proposed for participation in the Contract, proposed contract function, and percentage of participation. The Bidder shall identify a percentage figure of one percent (1%) or more representing the rate of participation rather than an actual dollar figure on the Bidder Declaration. **No actual dollar figures should appear on the Bidder Declaration.**

The Bidder awarded the Contract is contractually obligated to use the

subcontractors for the corresponding work identified unless the State agrees to a substitution and its incorporation by amendment to the Contract. The Bidder Declaration (GSPD-05-105) is available to download at the following website: http://www.documents.dgs.ca.gov/pd/poliproc/Master-BidDeclar08-09.pdf Bidders who are a California-certified DVBE or who have obtained the participation of California-certified DVBE subcontractor(s) must also submit a Disabled Veteran Business Enterprise Declaration (STD.843) for each DVBE firm. Failure to complete and submit all required forms with the Proposal, that fully document and meet the DVBE program requirement, may cause the Proposal to be rejected. The DVBE Declaration (STD.843) is available to download at: http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf

X. IRAN CONTRACTING ACT

Bidders must complete Attachment IV.15 Iran Contracting Act Certificate and submit with their proposal.

Y. COMMERCIALLY USEFUL FUNCTION COMPLIANCE

In accordance with GC section 14837 and M&VC section 999, all SB and DVBE contractors, subcontractors and suppliers that bid on or participate in a state contract, regardless of whether it is a verbal or written solicitation and/or paid for using the CAL-Card as a payment method, must perform a commercially useful function (CUF). In addition, the requirement to determine CUF is not affected by the applicability of the 5 percent SB and/or the DVBE participation preference program. There is no exception to this requirement. Consequently, certified SB, MB and DVBE businesses must perform a CUF.

Click here to access the DVBE and SB Program Violations and Sanctions web page

A certified SB/MB or DVBE is deemed to perform a commercially useful function when the State determines the business does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- 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.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

ebp electronic Benefit Payments

ATTACHMENT IV.1
CORPORATE REFERENCES

Three references are required to be submitted with the proposal. All reference forms must contain signatures. One reference may be for an ongoing project and two for completed projects OR three for completed projects. Projects should be similar in scope and nature to the services described in this RFP.

COMPANY NAME (BIDDER):_____

Note to Customer Reference: The Company above is providing you this customer reference form to verify your overall satisfaction of their performance for electronic debit card services. Performance will include scheduling, execution, quality of personnel, coordination, communication, and the final result. Work must have been performed within the last five (5) years to be considered.

Customer Reference Company Name:_____
Customer Reference Contact Person and Title:_____
Customer Reference Contact Address:_____
Telephone Number:_____ Fax:_____ email:_____
Dates of Project: Start:_____ End:_____ Total Amount of Project:_____
Brief Description of the services performed by the Contractor:

Customer Satisfaction Rating - On a scale from one (1) to ten (10) with ten being the highest rating, rate the Contractor's overall performance on the services provided.

How successful was Contractor in linking customer needs to deliverables to support your program?
1____2____3____4____5____6____7____8____9____10_____

How well did Contractor manage the project, complete expected tasks, and produce deliverables?
1____2____3____4____5____6____7____8____9____10_____

Was the project completed within the originally proposed schedule?
1____2____3____4____5____6____7____8____9____10_____

Did the project meet the originally proposed budget?
1____2____3____4____5____6____7____8____9____10_____

How successful was the overall operational outcome of this project?
1____2____3____4____5____6____7____8____9____10_____

Did the Contractor implement the project timely? Yes____ No_____

If problems or issues developed during the course of the project, please explain. How well were these problems dealt with by the Contractor?

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein, and, to the best of my knowledge and belief, all information is accurate.

_____
Signature, Customer Reference Contact Person

ATTACHMENT IV.2
REFERENCES FOR KEY STAFF

Bidders must submit a minimum of three (3) staff references for key staff (Project Manager, Technical Project Manager, and Project Scheduler) from the past five (5) years where staff provided services similar to those described in this RFP, using the templates below.

Project Manager Name:	
REFERENCES (most recent first)	
Name of Firm:	
Address:	
Contact Person:	Phone Number:
Dates of service:	Email Address:
Brief description of service provided:	

Technical Project Manager Name:	
REFERENCES (most recent first)	
Name of Firm:	
Address:	
Contact Person:	Phone Number:
Dates of service:	Email Address:
Brief description of service provided:	

Project Scheduler Name:	
REFERENCES (most recent first)	
Name of Firm:	
Address:	
Contact Person:	Phone Number:
Dates of service:	Email Address:
Brief description of service provided:	

ATTACHMENT IV.3
STAFF ROLES AND QUALIFICATIONS MATRIX

Contractor Staff must possess at a minimum the experience, knowledge, skills, abilities, and certifications outlined in the RFP in order to be considered responsive to the RFP. Staff résumés are required in addition to this Matrix and can be submitted in individual formats. The Bidder should provide enough detail for each individual proposed to be evaluated. Complete the form below for the key staff assigned to the project and submit, along with résumés, in the proposal.

Project Staffing	
Mandatory Qualifications	
REQ #	Description
A	The Bidder's proposal must identify the following positions as key staff: • Project Manager • Technical Project Manager • Project Scheduler
B	The Bidder shall provide a resume of its staff or a subcontractor's staff assigned to or proposed to be assigned to the EBP Project

Position: Project Manager		
Proposed Individuals Name:		
Mandatory Qualifications		**Description of Specific Experience/Duration (years/months)**
REQ #	**Description**	
1	The Project Manager shall have a minimum of ten (10) years of experience managing information system implementations or maintenance and operations projects, with at least five (5) years of those ten (10) years managing projects over $50 million.	
2	The Project Manager shall have a minimum of five (5) years of experience in designing, developing, implementing, enhancing and maintaining information systems over $50 million.	
3	The Project Manager shall have a minimum of three (3) years of experience as a Project Manager for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity.	

Desirable Qualifications		**Description of Specific Experience/Duration (years/months)**
REQ #	**Description**	
4	The Bidder should describe the Project Manager's years of experience managing information system implementations or maintenance and operations projects, including experience managing projects over $50 m	

5	The Bidder should describe the Project Manager's years of experience as a Project Manager for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity.	
6	The Project Manager should have a current Project Management Institute (PMI) Project Management Professional (PMP) Certification.	
Position: Technical Project Manager		
Proposed Individuals Name:		
Mandatory Qualifications		**Description of Specific Experience/Duration (years/months)**
REQ #	**Description**	
7	The Technical Project Manager shall have a minimum of three (3) years of experience as a Technical Project Manager or technical lead for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity.	
Desirable Qualifications		
8	The Bidder should describe the Technical Project Manager's length of experience in designing, developing, testing, implementing, enhancing and maintaining information systems over $50 million.	
9	The Bidder should describe the Technical Project Manager's length of experience as a Technical Project Manager or technical lead for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity.	
10	The Technical Project Manager should have a current certification for Practitioner's or Manager's Certificate in ITIL IT Services Management.	

Position: Project Scheduler		
Proposed Individuals Name:		
Mandatory Qualifications		**Description of Specific Experience/Duration (years/months)**
REQ #	**Description**	
11	The Project Scheduler shall have a minimum of five (5) years of experience developing and maintaining schedules for information system projects over $50 million.	
12	The Project Scheduler shall have experience maintaining project schedules for at least two (2) information technology projects of over one (1) million dollars.	

Position: Project Scheduler		
Proposed Individuals Name:		
Mandatory Qualifications		**Description of Specific Experience/Duration (years/months)**
13	The Project Scheduler shall have experience in the development of a WBS for information technology projects of over one (1) million dollars for at least two (2) projects.	
14	The Project Scheduler shall have experience with and working knowledge of PMI project management methodology for at least two (2) projects.	
Desirable Qualifications		
15	The Bidder should describe the Project Scheduler's length of experience developing and maintaining schedules for information system projects over $50 million.	
16	The Bidder should describe the Project Scheduler's years of experience maintaining project schedules for at least two (2) information technology projects of over one (1) million dollars.	
17	The Bidder should describe the Project Scheduler's years of experience in the development of a WBS for information technology projects of over one (1) million dollars for a minimum of two (2) projects.	
18	The Bidder should describe the Project Scheduler's years of experience with and working knowledge of PMI project management methodology for a minimum of two (2) projects.	
19	The Bidder should describe the Project Scheduler's length of experience using Microsoft Project 2003 or a later version.	
20	The Project Scheduler should have a current Project Management Institute (PMI) Project Management Professional (PMP) Certification.	

ATTACHMENT IV.4
LIST OF SUBCONTRACTORS

(Mandatory if subcontractor(s) receive 10% of the contract value.)

For purposes of this contract only, list all subcontractors who will perform any tasks described in the Statement of Work. Bidder shall identify which subcontractor(s) shall provide services to be sub-contracted.

Name of Firm			
Street address	City	State	Zip
Contact Person	Telephone number ( )		
% of service of total contract	Value or cost of service		
Brief description of service provided			

Attach additional pages if necessary.

ATTACHMENT IV.5
MINIMUM QUALIFICATIONS CERTIFICATION

The Bidder must substantiate that the firm satisfies each of the following minimum qualifications to the EDD's satisfaction, to be given further consideration for a contract award. The statement must contain sufficient information as prescribed to assure EDD of its accuracy. Failure to provide complete information, based on EDD's sole judgment, will result in the immediate rejection of the proposal.

At the time of bid submittal, the Bidder must meet the following requirements:

1. Be a State of California Depository Bank.
2. Be a member of the Federal Reserve System.
3. Be capable of providing the banking services required by the EDD.
4. Be sufficiently capitalized to accommodate the EDD's cash management needs.
5. Have established bank branches and ATMs located throughout the State of California.
6. Possess five (5) years experience performing Electronic Payment Services work similar in nature and size to that described in the Statement of Work (SOW), Attachments V.1 and V.2.
7. Have experience providing Electronic Pay Card Services to or for a public entity as a contractor or a subcontractor.
8. Be currently qualified to do business in California, if a Corporation. "Doing business" is defined in California Revenue & Taxation Code section 23101 as actively engaging in any transactions for the purpose of financial or pecuniary gain or profit.
9. Be a full-service financial institution in good standing with the State of California. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

_____

Signature Date

_____

Name and Title (Print or Type) Address

_____

Firm Name City, State, Zip

ATTACHMENT IV.6
FINANCIAL RESPONSIBILITY INFORMATION

Submitted by:_____

Name of Firm:_____

Address:_____

Privacy Notification

The State of California Information Practices Act of 1977 requires the State to provide the following information to individuals who are asked to supply information about themselves:

The principal purpose for requesting the information on this form is to provide financial information to determine financial qualification. State policy and state and federal statutes authorize maintenance of this information. Furnishing all information on this form is mandatory. Failure to provide such information will disqualify, delay or may even prevent completion of the action for which the form is being filled out. The official responsible for maintaining the information contained in this form is:

Rose Liu
Employment Development Department
800 Capitol Mall, MIC 62
Sacramento, CA 95814

The State will treat all financial information provided as confidential when designated as such. This information will only be shared with State personnel involved in the evaluation. All financial data will be returned or destroyed if requested. Bidders may be required to provide additional financial data as part of the RFP.

A. Financial Responsibility Information

Proposals in response to state procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of products and services must disclose any financial interests (i.e., service contract, Original Equipment Manufacturer [OEM] agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the proposal to materially benefit from the state's adoption of a course of action recommended in the feasibility study or the acquisition recommendations. If, in the state's judgment, the financial interest will jeopardize the objectivity of the recommendations, the state may reject the proposal.

In addition, should a consultant establish or become aware of such a financial interest during the course of contract performance, the consultant must inform the State in writing within ten (10) business days. If, in the State's judgment, the newly established financial interest will jeopardize the objectivity of the recommendations, the State shall have the option of terminating the contract.

Failure to disclose a relevant financial interest on the part of a consultant will be deemed grounds for termination of the contract with all associated costs to be borne by the consultant and, in addition, the consultant may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with Public Contract Code §12102(j).

B. Financial Statements

The Bidder must provide financial statements giving the State enough information to determine financial stability. The Bidder may select to submit any of the following:

1. Copies of their Financial Statement or Annual Report or 10K for the last two (2) years;
2. Statement of income and related earnings;
3. Statement of changes in financial position;
4. Letter from the Bidder's banking institution; or
5. Statement from certified public accounting firm.

ATTACHMENT IV.7
SMALL BUSINESS (SB) CERTIFICATION

(Mandatory if claiming preference)

Section 14835 et seq. of the California Government Code requires that a 5% preference be given to bidders who qualify as a small business or bidders who qualify as a non-small business claiming at least 25% California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et seq. of the Military and Veterans Code.

SMALL BUSINESS REGULATIONS - The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et. seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at (www.pd.dgs.ca.gov/smbus). Access the regulations by Clicking on "Small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.

SMALL BUSINESS NONPROFIT VETERAN SERVICE AGENCIES (SB/NVSA) - SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

ATTACHMENT WITH QUOTE REQUIRED IF CLAIMING THE SMALL BUSINESS PREFERENCE- All bidders must complete and include the Bidder Declaration form GSPD-05-105. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-give percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf

SMALL BUSINESS CERTIFICATION - Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted

Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due.

Questions regarding certification should be directed to the OSDS at (916) 375-4940.

1. Are you claiming preference as a California certified small business? ☐ Yes ☐ No

2. If yes, complete the following:
   ☐ Non-manufacturer
   ☐ Manufacturer

3. Are you a non-SB claiming at least 25% SB subcontractor preference? ☐ Yes ☐ No

ATTACHMENT IV.8
EMPLOYEE CONFIDENTIALITY STATEMENT

Employment Development Department
State of California

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, _____ INITIALS 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.

I, _____ INITIALS 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.

I, _____ INITIALS 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.

I, _____ INITIALS 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.

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

- 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, _____ INITIALS agree to protect confidential information by:

- 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

DE 7410 Rev. 7 (10-0 [illegible]

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.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

ebp electronic Benefit Payments

ATTACHMENT IV.9
INDEMNITY AGREEMENT

Indemnity Agreement

EDD Employment Development Department State of California

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 IV.10
STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and the , hereby certify that 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 "B" of the RFP.

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

NOTE: *Bidders must complete and return this Information Security Certification with their proposal.*

FOR EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME	DATE RECEIVED

2. EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (AFF, E-MAIL, 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 Request*

ATTACHMENT IV.11
DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

Company/Vendor Name (Printed)	*Federal ID Number*
Printed Name and Title of Person Initialing (for Options 1 or 2)	

1. _____ Initials — We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ Initials + certification below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476

Certification For #3
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

ATTACHMENT IV.12
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, 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).

ebp electronic Benefit Payments

ATTACHMENT IV.13
DISCLOSURE OF LOBBYING ACTIVITIES

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	2. Status of Federal Action	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	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*:** Congressional District, *if known*:	5. **If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, *if applicable*:
8. **Federal Action Number,** *if known:*	9. **Award Amount,** *if known:* $
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 12. **Form of Payment** (check all that apply): a. cash b. in-kind; specify: nature _____ value _____	13. **Type of Payment** (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:

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: _____

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 1). 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 1 (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 IV.14
CERTIFICATION REGARDING DEBARMENT

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

This certification is required 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).

(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 proposal, 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 proposal.

_____
Name and Title of Authorized Representative

_____
Signature

_____
Date

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.

ATTACHEMNT IV. 15

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.

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

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.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	

Printed Name and Title of Person Signing *Date Executed*

SECTION V
EBP SERVICES REQUIREMENTS

A. EDD ELECTRONIC BENEFIT PAYMENT (EBP) SYSTEM

The EDD currently has an electronic benefit payment (EBP) service for Unemployment Insurance (UI) and State Disability Insurance (SDI) benefit payments. The EDD began using EBP to deliver benefit payments in December, 2010 for SDI, and July 2011 for UI. The system was created in order to provide payments electronically as a way to deliver benefit payments to claimants using a more secure and faster method than mailing paper warrants, while also saving the cost of printing and mailing those warrants. Use of debit card technology offers a convenient, secure and reliable payment process for claimants. The current system offers claimants access to benefits via an electronic payment card. Claimants have the option to make direct deposit transfers to their personal checking or savings accounts for easy access to funds. The current system also offers also offers claimants protections against fraud associated with theft or lost warrants, and business continuity in the event of a disaster. The current program also offers purchase protection via Visa brand without a credit check, and funds are Federal Deposit Insurance Corporation (FDIC) insured.

B. STATE CONTROLLER'S OFFICE AND STATE TREASURER'S OFFICE

The State Controller's Office (SCO) and the State Treasurer's Office (STO) must be involved in the daily disbursement of UI and SDI benefit funds to the Contractor.

SCO issues a daily warrant to the STO and the STO wires the money to the Contractor. The same day, the contractor issues an electronic payment to the claimant.

C. PRODUCTION CHANGE MANAGEMENT

The EDD's current production change management processes will be followed for the EBP Service. Refer to Section III.D.7 for details.

D. MAINTENANCE AND TESTING

The EDD's current maintenance and testing processes will be followed for the EBP Service. Refer to Section III.D.8 for details.

E. REQUIREMENTS THAT DETERMINE PROJECT SUCCESS

The proposed service will:

- Continue paying claimant benefits with no reduction in service levels.
- Transition from current service to new service with no service interruption to the EDD or to claimants.

- Maintain the EDD's accountability for benefit payments, from approval through reconciliation.
- Minimize or eliminate paper warrants for UI and SDI claims.
- Minimize fees and surcharges to claimants through initial and ongoing educational materials.
- Meet or exceed the current service level of minimal or no fees.
- Incur no cost to the EDD. This will be a zero dollar contract.
- Deliver benefit payments to claimants using a debit card.
- Until EDD is ready to provide claimants the option for direct deposit, provide claimants the option of establishing direct deposit transfer at no cost to EDD or the claimants.
- At EDD's direction, transition from direct deposit transfer to direct deposit with no service interruption to the claimants.

- The Contractor shall provide alternative disbursement payment methods at no cost to EDD or the claimants when the following circumstances are fulfilled:

  a. The claimant does not qualify for a debit card per banking regulations; and
  b. The claimant does not provide bank account information for direct deposit.
  c. Subparagraph b shall not apply until direct deposit is implemented.

- Alternative disbursement methods must include digital disbursements for those who have a means of receiving digital disbursement, and for those who do not, check writing services.

F. OPERATIONAL ENVIRONMENT

The proposed service must leverage the existing SCDB benefit payment system.

1. Hardware

   Hardware changes at the EDD are not anticipated. The Contractor will provide hardware required to implement and support the Contractor system.

2. Technical Platform

   The technical platform for this service will include the existing payment system. The Contractor should provide a solution that requires the least amount of changes to EDD's current software, hardware and architecture and will provide all technical platform components that comprise the Contractor's service.

3. Development Approach

   The procurement will represent a contracted service. The EDD Staff will work with the Contractor to implement processes for exchanging data between the

EDD and the Contractor. Such process shall be limited to only minimal changes to the EDD's current software, hardware and architecture.

4. Integration Issues

   The EDD staff will collaborate with the Contractor for application and process integration. The proposed service will require the Contractor to resolve integration issues, which may include:

   - Security provisions.
   - Data compatibility with other stakeholders.
   - Compliance with State and Federal regulations.
   - Data conversion from previous vendor to new vendor.

5. Procurement Approach

   The EDD will contract for EBP services, including ongoing maintenance and operation.

6. Technical Interfaces

   The Contractor, the EDD, CalTech Data Center, and current vendor staff will collaborate to coordinate data exchange and file transfer.

   The EDD staff will work with the Contractor for ongoing data exchange. The EDD will provide the Contractor with information about each claimant in the existing format garnered from current and future EDD data sources.

7. Test plan

   The Contractor will provide detailed written test plans that validate its service and system components and usage permutations to address usability, unit, and integration, including system test plan and system performance.

   The Contractor will provide an acceptance testing plan and the EDD staff, along with the Contractor, will perform acceptance testing.

   Scenarios will be designed for identified use cases to ensure both the EDD and Contractor systems perform under realistic conditions. The Contractor will be responsible for mentoring the EDD testers with regard to any special requirements or circumstances related to the contractor's system.

   Any testing plan for this effort will include the need to: pre- and post-date the process date; save, restore and reuse test beds; and, pre- and post-date the system date. The EDD test environment supports these functions and it is expected that the contractor's test environment will support these functions as well.

8. Resource Requirements

The Contractor will provide the IT and business area resources for implementing the contracted services. Tasks will be defined in the contract. These resources will be available for development, testing, transition and implementation of the service, and for ongoing maintenance, and subsequent modifications or enhancements as required by the EDD due to legislative mandate or business process changes.

9. Training Plan

The EDD and the Contractor will jointly develop the service transition strategy and will provide information/instruction for program staff and the EDD's system administrators, as necessary. The contractor will provide background training materials necessary for EDD to deliver the training to its staff related to the program. The EDD program areas currently manage staff training and will provide ongoing end-user training. The EDD will identify training participants and ensure their availability for training by the Contractor. The contractor will provide training to EDD staff for any technical needs and administration application console.

10. On-going maintenance

The Contractor will be responsible for maintaining the services. The EDD IT staff will maintain only those programs needed for data exchange between the EDD's systems and the Contractor's services. The EDD's IT staff will coordinate maintenance related to data exchange with the STO and the SCO.

11. Information Security

The California State Administrative Manual (SAM) § 5100 states in part, State agencies must use the American National Standards Institute (ANSI) and Federal Information Processing Standards (FIPS) standards in their information management planning and operations. Adoption of these standards will facilitate the inter-organizational sharing and exchange of equipment, data, software, and personnel. Use of these standards will also facilitate communication: (1) among state agencies; (2) between the state and its IT vendors; and, (3) between the state and its IT information providers/recipients.

The EDD Information Security Office follows the standards and guidelines set forth by SAM, the State Information Management Manual (SIMM) § 5300, FIPS, and the National Institute of Standards and Technology (NIST).

This EBP services are FIPS categorized[2] as Moderate Impact. As such, implemented security controls must meet or exceed those defined in NIST Special Publication (SP) 800-53 rev. 4 for Moderate category.

In addition, the proposed services will comply with the EDD's information security policies and procedures.

The EDD may conduct contract compliance and information security audits of the Contractor to insure the Contractor is complying with specific terms and conditions of the contract. The Contractor will provide information and access to records, personnel, systems, and facilities relevant to the Contractor's performance under the terms and conditions of the contract for purposes of these audits.

12. Confidentiality

The California Unemployment Insurance Code § 1094 (a) provides: "Except as otherwise specifically provided in this code, the information obtained in the administration of this code is confidential, not open to the public, and shall be for the exclusive use and information of the director in discharge of his or her duties."

Therefore, any data provided in this EBP services shall be considered confidential and shall be protected as such.

13. Impact on Claimants

The transition to a new contractor for the EBP services will have no negative impact on EDD claimants. The Contractor will ensure claimants' benefit payments and accompanying services are not interrupted during services transition or with the implementation of the new services.

Until the availability of direct deposit, in general, all money will be delivered to the claimant via debit card. After the first payment, claimants must have the option of establishing a single or recurring direct deposit transfer to their existing bank accounts at no cost to EDD or the claimants. This can be for a portion or the entire benefit payment amount.

Once direct deposit becomes available, claimants who elect direct deposit in time for their first benefit payment will not be issued a debit card. Any amount unable to be disbursed by direct deposit will be disbursed by prepaid debit card at no cost to EDD or the claimant. Any amount unable to be disbursed by direct deposit transfer will be disbursed by prepaid debit card at no cost to EDD or the claimant.

[2] For an information system, the potential impact values assigned to the respective security objectives (confidentiality, integrity, availability) shall be the highest values (i.e., high water mark) from among those security categories that have been determined for each type of information resident on the information system.

- The Contractor shall provide alternative disbursement payment methods at no cost to EDD or the claimants when the following circumstances are fulfilled:

  a. The claimant does not qualify for a debit card per banking regulations; and
  b. The claimant does not provide bank account information for direct deposit.
  c. Subparagraph b shall not apply until direct deposit is implemented.

- Alternative disbursement methods must include digital disbursements for those who have a means of receiving digital disbursement, and for those who do not, check writing services.

14. Impact on Current Infrastructure

    The transition to a new EBP service may require the EDD's IT staff to make programming changes to the current infrastructure.

15. Impact on CalTech

    The EDD will use existing data exchange processes to send and receive files from the Contractor.

16. Redundancy, Backup, and Operational Recovery

    The Contractor will be required to provide redundancy, backup, and recovery for the EBP service.

G. TRAINING EDD STAFF

The Contractor will be expected to provide initial training and training materials to the EDD staff at no cost to the EDD. The contractor will also provide to End-users updated phone scripts to address when claimant questions should be directed to the Contractor. In scoping the training requirements for the EDD staff, the Contractor should consider that EDD staff members have experience with the current EBP service and system Administrative Application functionality. Each employee does not need to be trained by the Contractor. The EDD believes training for trainers (T-for-T) and the availability of computer-based training (CBT) and/or training materials will satisfy staff training needs. The T-for-T training should include discussions on:

- Any business differences between the existing and new EBP service;
- The Contractor's reports and problem tracking systems and processes;
- The Contractor's fraud investigation functionality, e.g., the procedure for sharing fraud-related information with the EDD's Investigation Division;
- Settlement and reconciliation shall not change; and,
- User access to the Administrative Application.

1. Suggested Training Structure for Staff

   Those EDD employees who attend T-for-T would, in turn, provide training to other EDD employees as the business need is identified based on information received at

the T-for-T session.

On an ongoing basis, the EDD will be responsible for training its staff on EBP and the use of the Administrative Application. To support these activities, the Contractor will be responsible for keeping its manuals and tools current as ongoing changes or enhancements are made. For ongoing training, and to supplement training during transition, the EDD seeks a training presentation and CBT. In its bid response, the Contractor shall describe the content of the training it would provide the EDD.

ATTACHMENT V.1
STATEMENT OF WORK

A. PURPOSE

The Contractor shall establish, operate and maintain a comprehensive EBP service as required by the Employment Development Department, hereinafter referred to as the EDD or the State.

The purpose of this Statement of Work (SOW) is to define the tasks, responsibilities, and requirements of the Contractor, and the EDD, during the term of this Contract. This SOW will be incorporated into the Contract.

Bidders must complete Attachment V.2 Statement of Work – EBP Service Requirements indicating their acceptance of the requirements and submit with their proposal. Any "No" response requires an explanation in the "Comment" column. A "No" may be cause for proposal rejection.

B. PERIOD OF PERFORMANCE

The Contract term will be five (5) years, with the EDD's option to extend the contract for up to two (2) additional two (2) year Contract terms. The Contract period may not exceed nine (9) years. The EDD is not legally obligated to exercise its right to extend the contract. Notwithstanding the EDD's right to terminate for cause under Exhibit C of the Standard Agreement (GTC-610), the EDD reserves the sole right to terminate this Agreement for any reason and at its sole discretion at any time upon providing six (6) months prior written notice to the Contractor. The EDD is not responsible for any costs incurred by the Contractor or its subcontractor(s) as a result of early termination.

The Contractor shall not be authorized to start work under this Contract until notified by the EDD. If the Contractor starts performance before final approval of the Contract, it shall be considered voluntary on the part of the Contractor and non-compensable by the EDD.

C. CONTACT INFORMATION

The EDD shall designate a SPOC who shall give direction to the Contractor's business SPOC and technical SPOC concerning the EBP service. The SPOC will work with the EDD's project and functional managers to ensure that all tasks are satisfactorily completed. The SPOC shall be the contract monitor and 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.

D. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

1. Perform project activities that require the EDD staff resources during standard EDD working hours Monday through Friday (8 AM to 5 PM, Pacific Time), unless other work hours are required and approved in advance by the EDD.
2. Contractor is responsible for meeting all contract requirements, including any work performed by a subcontractor.
3. Designate a person to whom all project communications may be addressed and who has authority to act on all aspects of EBP services.
4. Comply with all applicable EDD policies and procedures, including, but not limited to, the EDD and industry project management guidelines.
5. During the transition and implementation phase, provide a written monthly status report to EDD's Contract Manager by the 5th business day of each month that documents tasks and assignments for Contractor staff, and includes accomplishments for the previous month, work planned for the coming month, currently assigned projects and activities, and explanations for task and/or schedule slippages.
6. Attend meetings to obtain approval of activities and tasks assigned to the Contractor as required by EDD.
7. Attend meetings with the EDD personnel to discuss project status and activities as required by EDD.
8. Prepare plans and schedules using EDD IT-Project Management Methodology (PMM) templates.
9. Provide electronic documents to the EDD in Microsoft Office format, unless otherwise specified. The EDD's current standard applications include Microsoft (MS) Windows 7, MS Office Professional (including Outlook) 2010, Visio 2010, and MS Project 2010.
10. Verify that its applications referenced in #9 are compatible prior to delivery of any electronic documents to the EDD. The Contractor shall obtain EDD's written approval prior to submitting electronic documents in any other format.
11. Agree to utilize the HP Quality Center tool for the storing of test cases, scripts, defect logs, requirements management, and traceability.
12. Agree to upgrade versions of its software, if needed, at no cost to the EDD in order to remain compatible with the EDD's standard applications.
13. Post electronic documents and reports to an EDD designated electronic repository, i.e., a SharePoint site. The electronic document format and media shall be compatible with the EDD's storage devices.

14. Return all of the EDD's property, including security badges, prior to termination of the Contract.

E. DESCRIPTION OF DELIVERABLES

The Contractor shall provide EBP services deliverables at no cost to EDD and in accordance with Deliverable Expectation Documents (DEDs). The DEDs will specify format, delivery, due date, specifications, references, risks, issues, quality assurance considerations, content, and will identify reviewers and the approval process. Deliverables include, and are not limited to, the project management plans, reports, electronic, or designed material, etc. for review and approval by the EDD prior to implementation of the subject deliverable. The DED must be finalized and signed before the deliverables are submitted for approval. See Attachment V 5 for DED template. The DED applies, at a minimum, to the following deliverables:

1. Administrative Application
2. Capacity of Service Management Plan
3. Change Management Plan
4. Project Communication Plan
5. Customer Services Center (CSC) Manual
    - CSC Services Plan
    - Problem Management Plan
    - Staffing Management Plan
    - Scripts (IVR and CSR)
    - Website
6. Debit Card Production (See V.2, H. Electronic Benefit Payments)
7. Defect Management Plan
8. Disaster Recovery and Business Continuity Plan
9. End of Contract Plan
10. Transition Implementation and Management Plan
11. Interface Control Document and Data files
12. Lessons Learned
13. Maintenance and Operation Plan

14. Project Management Plan and Schedule
15. Quality Assurance Plan
16. Reports
17. Requirements Specification Document
18. Risk and Issue Management Plan
19. Security Plan
20. Test Plans
21. Training Plan
22. Welcome Packet Marketing and Customer/Communications Plan
23. Return of Funds Plan

The EDD approval process for contractor-prepared deliverables includes:

- Contractor preparation of draft Deliverable Expectation Document.
- DED negotiation and revision.
- Contractor creation and revision of deliverables.
- EDD review of deliverables.
- EDD acceptance of deliverables.

F. STATE RESPONSIBILITIES

The EDD is the project sponsor and is responsible for program and policy. The EDD staff will oversee the service implementation and be responsible for the project. The following are areas of responsibility for the EDD's staff:

1. **Project oversight**. Oversee all aspects of the service implementation using the EDD Project Management Office's (PMO) PMM.
2. **Contract management**. Oversee planning, solicitation, acquisition, contract monitoring, change management, and contract amendments.
3. **Communication and Change Management**. Facilitate communication among the EDD, Contractor personnel, and other stakeholders; develop and manage change management processes.
4. **Administrative Support**. Complete administrative tasks and support project management.
5. **The EDD shall provide the following services:**

a. Initiate the daily request through the STO to transfer the funds for payment to EDD's claimants to the Contractor's California State Depository Bank account.

b. Provide the Contractor with a daily file or files containing new claimant information for purposes of assigning a profile for claimants who will not be enrolled in direct deposit.

c. Provide the Contractor with a daily file or files containing payment data.

d. Review and repair rejected enrollment and payment records and resubmit the data for processing. The EDD will correct address data on returned mail. The EDD will provide automated demographic updates to the Contractor in the daily file.

e. Provide responses to all claimants who have questions regarding their determined benefit amounts or other claim-related questions; the Contractor will refer claim-related questions to the EDD for assistance.

f. Provide oversight of development and transition/implementation activities and ensure compliance with the California Technology Agency standards, stakeholder management, budgetary approvals, contract management, and procurement.

g. Ensure the Contractor has access to applicable information, including, but not limited to technical documentation and project work plans.

h. Provide all the EDD's applicable policies and procedures regarding access to and use of the EDD facilities.

i. Provide information as required by the Contractor to perform its responsibilities under this Contract.

j. Review all Contractor work submitted to the SPOC for completeness, accuracy, and adherence to standards.

k. Ensure access to the EDD personnel for assistance as required by the Contractor.

The EDD shall not be liable for overdrafts, fraud, misuse, and/or lost or stolen debit cards.

G. CONTRACT CHANGE PROCESS

If a significant change occurs to the project scope, the Contractor may submit a written change proposal to EDD's SPOC. The EDD shall review the change proposal and submit a proposed contract amendment to the Contractor for review and approval. All amendments to this Contract must be approved by the EDD and the Contractor in writing pursuant to Exhibit C (GTC-610) of the Standard Agreement.

H. CONTRACTOR STAFF REQUIREMENTS

1. The Contractor reserves the sole right to determine the assignment of its employees. The Contractor agrees to notify the EDD in writing, with 30 days advance notice, of all changes in personnel assigned to this Contract as soon as is practicable.

2. The Contractor agrees that if the EDD determines that Contractor personnel are failing to adequately perform services and asks that they be removed from this Contract, the Contractor shall provide substitute personnel that meet all minimum qualifications as stated in this Contract.

3. 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 all minimum qualifications as stated in this Contract.

4. The EDD reserves the right to direct the Contractor to remove Contractor personnel from this Contract for good cause, including but not limited to a breach of security, unacceptable conduct, or failure to follow the EDD's policies. If the EDD directs the Contractor to remove Contractor personnel from this Contract for good cause, the Contractor agrees to promptly remove such personnel and promptly provide substitute personnel that meet all minimum qualifications as stated in this Contract.

5. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity.

I. PERSONNEL ACCESS

1. The Contractor shall supply the EDD with the names of Contractor personnel who are assigned to this project and will need access to the EDD's facilities. The Contractor shall notify the EDD SPOC of all personnel changes as soon as is practicable.

2. The EDD shall issue identification badges to Contractor personnel which will allow them access to those areas of the facility where they will be performing services. These identification badges are the property of the EDD and Contractor staff must surrender them at the end of the contract or when they leave the project.

3. The EDD shall issue computer user accounts to Contractor personnel 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 account expiration date.

4. The EDD SPOC may ask the EDD Security Administrator to extend user account ID expiration dates by sending a request with a new anticipated account expiration date. The EDD shall cancel user account access as soon as there is no longer a business need for such access, or when Contractor personnel leave the project.

J. INFORMAL DISPUTES

1. The parties shall deal in good faith and attempt to resolve potential disputes informally.
2. In the event of a dispute, the language contained within this Contract shall prevail over any other language, including that of the bid proposal or the RFP.
3. Pending the resolution of any dispute, formal or informal, the Contractor agrees to proceed with the performance of this contract. The Contractor's failure to proceed with contract performance shall be considered a material breach of the contract.
4. If the Contractor believes that there is a dispute or grievance between the Contractor and the State arising out of or relating to this contract, the Contractor shall first discuss and attempt to resolve the issue informally with the EDD Contract Manager.
5. If the issue cannot be resolved informally with the Contract Manager, the Contractor shall submit, in writing, a grievance report together with any evidence to the Contract Manager's supervisor. The grievance report must state the issues in the dispute, the legal authority, or the basis for the Contractor's position and the remedy sought.
6. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Contract Manager's supervisor shall make a determination of the problem, and reasons therefore. Should the Contractor disagree with the supervisor's decision, the Contractor may appeal to the next level, following the procedure listed in the Section K. Formal Dispute Resolution.

K. FORMAL DISPUTE RESOLUTION

1. If a dispute cannot be resolved informally according to Section J., Informal Disputes, the Contractor shall submit to the EDD Director or designee a written demand for a final decision regarding the disposition of any dispute between the Contractor and the EDD relating to this contract.
2. The EDD shall notify the Contractor in writing of any final decision signed by the Director or designee. If the EDD fails to render a final decision within ninety days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. The EDD's final decision shall be conclusive and binding regarding the dispute, unless the Contractor commences an action in a

California court of competent jurisdiction to contest such decision within ninety days following the date of the final decision.

L. LIQUIDATED DAMAGES

1. The EDD expects the Contractor to perform its responsibilities and tasks as specified in this Contract. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the EDD and its claimants. The Contractor acknowledges that the EDD will be damaged if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that liquidated or actual damages attach and will be payable from any funds established by the Contractor, or from any sums accrued directly or indirectly by the Contractor as a result of handling (accepting) State funds.
2. The EDD has chosen to address the majority of the project risks related to Contractor performance through the assignment of liquidated damages. The liquidated damages described below represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the parties to establish a reasonable estimate of the damages that will be incurred by the EDD in the circumstances described.
3. The EDD shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the EDD notice. Upon receipt of written notice, the Contractor will have ten (10) calendar days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered and a corrective action plan for bringing the operations within the standards specified. The EDD shall have the right to approve and make changes to the corrective action plan submitted by the Contractor. The corrective action plan shall be implemented by the Contractor at no cost to and upon approval by the EDD. Liquidated damages will not be assessed during the specified cure period for the activity in question. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the EDD as a breach of contract.
4. The parties have identified certain instances of non-performance that, should they continue to occur over extended periods of time, will cause extreme financial losses and hardship to the EDD. Should the Contractor fail to complete the work within the agreed upon times or terms, the EDD will assess and collect liquidated damages in the amounts set out in this subsection. However, if such conditions of non-performance continue, they may amount to a material breach for which the EDD may pursue recovery of actual losses resulting from the Contractor's failure to

perform, and the EDD expressly reserves this right. The State's failure to assess liquidated or actual damages for any of the specific instances cited in no way modifies or waives the State's right to assess liquidated or actual damages for other similar occurrences and/or the specific liquidated damages noted below in this subsection.

5. Contractor's failure to generate and deliver reports or files as scheduled will result in assessment of liquidated damages in the amount of Five Thousand Two Hundred Fifty Dollars ($5,250.00) per day, per report or file, following written notification and a five (5) business day cure period.

6. Contractor's failure to have a toll-free claimant number and IVR scripts functional at implementation or any time thereafter will result in assessment of liquidated damages in the amount of Seven Thousand Two Hundred Fifty Dollars ($7,250.00) per day following written notification and a five (5) business day cure period.

7. Contractor's failure to meet the End of Contract Requirement or follow the provisions of the End of Contract Plan will result in assessment of liquidated damages in the amount of Fifteen Thousand Five Hundred Dollars ($15,500.00) per day following written notification and a thirty (30) calendar day cure period.

8. Contractor's failure to meet the Customer Service Levels Agreements specified in the Technical Requirements will result in assessment of liquidated damages in the amount of Twelve Thousand Dollars ($12,000.00) per day per Customer Service Levels Agreement following a thirty (30) calendar day cure period.

9. If the IVR, Call Center, or web system(s) fails and is not restored within three (3) hours, the EDD will assess liquidated damages in the amount of Twenty-Four Thousand Dollars ($24,000.00) per day following written notification and a one (1) business day cure period.

10. If the deposits into the claimants' accounts are not made on the effective date identified in the payment record, the EDD will assess liquidated damages in the amount of Fifty-Four Thousand Seven Hundred Fifty Dollars ($54,750.00) per day following written notification and a one (1) business day cure period.

11. If the Contractor is unable or not ready to accept deposits from the EDD and perform all related services based on the EDD approved project schedule after contract award, the EDD will assess liquidated damages in the amount of Fourteen Thousand Dollars ($14,000.00) per day following written notification and a one (1) business day cure period.

12. Failure to complete the Project in accordance with instructions described in this Contract will result in substantial injury to the EDD and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not completed, and the Parties agree to an

extension of the deliverables and the Contractor then fails to meet the new agreed upon deliverable date as approved by the EDD, the Contractor shall pay to the EDD liquidated damages for such delays. Liquidated damages in the amount of Four Thousand Two Hundred Fifty Dollars ($4,250.00) will be due to the EDD for each calendar day until completion of these deliverables.

13. This provision for liquidated damages for delay shall in no manner affect the EDD's right to terminate the Contract as provided elsewhere in the Contract. The EDD's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out in this Section.

14. A waiver of liquidated damages imposed on the Contractor as described above may be available upon the EDD's discretion if the Contractor provides timely submission of all other contract deliverables.

15. The EDD is entitled to completion of the services within the approved Project schedules or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination for cause of the Contract by the EDD prior to completion, the Contractor shall be liable to the EDD for the expenses for additional managerial and administrative services required to complete the services/items, and for the per diem liquidated damages provided for in Attachment V.1.

M. END OF CONTRACT (TRANSITION) PHASE

1. The Contractor understands that the EDD intends to engage in a competitive procurement and enter into a new Contract at the conclusion of this contract. The incumbent Contractor shall actively assist the EDD in transitioning services to the new Contractor.

2. Within 30 days after receipt of instruction or date of discontinuance of Contractor service, whichever is sooner, the Contractor shall identify which data needs to be transferred to the new Contractor.

3. During the transition phase, the Contractor shall ensure that the EBP claimants will have continuous and uninterrupted services. The Contractor agrees to provide extended services on a month-to-month basis at no cost to EDD until the new Contractor's services are fully operational. The claimant fees shall remain unchanged. The revenue share shall remain in force.

N. 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.

O. WORK ACCEPTANCE

The EDD shall be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of the Contract.

P. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

1. Acts of God or of the public enemy, and
2. Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

When performance is prevented or delayed for any of the above reasons or by the operation of law, the party relying on the provisions of this clause must give written notice to the other party or parties, within a reasonable time after the occurrence of the event excusing performance, of an intention to claim an extension of item or of an intention to bring suit or any other similar or related intent.

Q. CONTRACTOR ACKNOWLEDGMENT

The Contractor acknowledges acceptance of this State of Work by signing below:

_____ _____

Name (Signature) Date

_____

Typed Name and Title

_____

Company

( ) _____ ( ) _____ _____

Phone Number Fax Number Email Address

ATTACHMENT V.2
STATEMENT OF WORK - EBP SERVICE REQUIREMENTS

This section describes the business and technical components necessary to satisfy the State's need to implement an EBP program for UI/SDI claimants. Requirements have been divided into pass/fail and scoreable categories for evaluation purposes.

The requirements are listed by category with a brief description of the category preceding the applicable requirements. Bidders must utilize this template to provide their proposal responses. Alterations of any kind to the text contained in the template will not be accepted. A MS Word Document will be made available to all bidders for completion and submittal with their proposals. Attachments are acceptable, but must be numbered, indexed, and/or properly annotated so the EDD can readily verify compliance with the requirements.

For pass/fail requirements, bidders must fill in the "Yes/No" column. If a bidder responds "No" for a mandatory requirement, the reason for not meeting the requirement must be included in the comments column. THE BIDDER SHALL ONLY INCLUDE COMMENTS IF THE RESPONSE IS "NO." IF THE BIDDER RESPONDS "YES," THE COMMENTS COLUMN MUST REMAIN BLANK. Pass/fail requirements with a "No" response may be cause for rejection of the proposal.

Scoreable requirements require a narrative response explaining how the Bidder will meet the requirement. Scoreable requirements will be scored according to the process described in Section VIII, EVALUATION.

A. ADMINISTRATIVE

The Administrative requirements apply to the project as a whole and to the Electronic Benefit Payment Service. These requirements are intended to establish a framework for project management and service delivery.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
21	The Contractor shall conduct all work related to this contract, including, but not limited to, design, testing and preparation, and contract performance, within the United States of America.		
22	The Contractor shall calendar and conduct, within an agreed upon time, Joint Application Design (JAD) sessions with the EDD users, at either the EDD's or the Contractor's request, when designing the EBP service for the EDD, or any EDD user-required application.		
23	The Contractor shall conduct all EBP JAD sessions during business hours, 8 am to 5 pm Pacific Time, Monday through Friday in the Sacramento, California area, or during mutually agreed upon dates and times.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
24	The Contractor shall develop a Requirements Specification Document that captures the results of all the JAD sessions.		
25	The Contractor shall document all meeting and design session minutes and provide to the EDD within three (3) business days.		
26	All meeting minutes shall include: Date and time of the meeting/design session, attendees names, action items and person responsible for them, action item delivery dates, decisions agreed upon, issues raised and progress constraints.		
27	The Contractor shall submit all written, printed, electronic, or designed material and management plans for review and approval by the EDD prior to implementation of the subject plan. This includes, at a minimum: 1. Administrative Application 2. Capacity of Service Management Plan 3. Change Management Plan 4. Project Communication Plan 5. Customer Services Center(CSC) Manual • CSC Services Plan • Problem Management Plan • Staffing Management Plan • Scripts (IVR and CSR) • Website 6. Debit Card Production(See Attachment V.2, H. Electronic Benefit Payments) 7. Defect Management Plan 8. Disaster Recovery and Business Continuity Plan 9. End of Contract Plan 10. Transition Implementation and Management Plan 11. Interface Control Document and Data files 12. Lessons Learned 13. Maintenance and Operation Plan 14. Project Management Plan and Schedule 15. Quality Assurance Plan 16. Reports 17. Requirements Specification Document 18. Risk and Issue Management Plan 19. Security Plan 20. Test Plans 21. Training Plan 22. Welcome Packet/ Marketing and Customer/Communications Plan ~~22~~ 23 Return of Funds Plan		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
28	The Contractor shall update the EDD accepted plans and program materials to reflect changes in the EBP service.		
29	The Contractor shall provide updated plans to the EDD for review and approval within 30 days of the change or revision.		
30	The Contractor shall retain EBP records, including financial records, supporting documents, statistical records, any other records, papers, logs, audit trails, or data records related to the EBP process for period of seven (7) years. The financial records must include: • EDD fund type identifier (i.e., UI or SDI) • Debit Card Issue Date • Claimant's Social Security Number • State Claimant ID (EBP ID) • Claimant Name (First, Last, Middle Initial) • EDD's payment Authorization Date • EDD's payment Week Ending Date • Payment ID number • Amount Paid		
31	The Contractor shall document its archival and retrieval procedures for electronically stored EBP information and provide them to the EDD.		
32	The Contractor shall use Pacific Time as the EBP Service standard. References to time in all Contractor developed artifacts shall be Pacific Time.		
33	The EBP service shall be available seven (7) days per week, twenty-four (24) hours per day.		
34	The Contractor shall submit all documents in English unless specified otherwise by the EDD.		
35	The Contractor shall follow all documented plans, procedures, and processes developed and approved by the EDD for the EBP Service.		
36	The Contractor shall allow the EDD 15 working days for the review and approval of all artifacts developed by the Contractor in completion of these requirements.		
37	The Contractor shall provide a single point of contact for the EDD for business support throughout the term of the contract.		
38	The Contractor shall provide a single point of contact for the EDD for technical support throughout the term of the contract.		

B. ADMINISTRATIVE APPLICATION

The Administrative Application refers to EBP system functionality available to authorized users of the EDD to perform EBP functions and to monitor and review EBP data. The Administrative Application will be used by a select group of the EDD users to review

program integrity, investigate fraud, perform second level problem resolution, and monitor disaster recovery activities.

The Administrative Application will have a security subsystem that requires a unique logon and password. User permissions will limit a user to specific types of actions, transactions, and inquiries. The EDD seeks an online solution for user access management.

The Administrative Application will need to be accessible using a standard web browser. For reporting and audit purposes, the system will need to associate each authorized user with an EDD branch and office. The EDD will have the ability to grant and create access for its designated employees or representatives.

The Administrative Application will allow authorized users of the EDD to view the following types of actions, transactions, and inquiries:

- Batch processing status information
- Funding Detail
- Funding Summary
- Card Activation Summary
- Demographic Information stored with Vendor
- Report Viewing

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
39	The Contractor's Website shall be available seven (7) days per week, twenty-four (24) hours per day and be available and operational 99.9% of the time as described in Attachment V.2 Statement of Work – EBP Service Requirements.		
40	The Contractor's administrative application shall, on average, process and respond to 98 percent of administrative inquiries within two (2) seconds and 100 percent of administrative inquiries, on average, within five (5) seconds, on a monthly basis.		
41	The Contractor shall allow the EDD to set user permissions to control level of access to the administrative application.		
42	The Contractor shall track and log all system access of the administrative application.		
43	The Contractor shall provide the audit trail log of system access to the EDD on a daily basis.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
44	Contractor's Administrative Application shall provide the EDD inquiry access to claimant account information as provided by the EDD.		
45	The Administrative Application reports shall be available to EDD daily.		
46	The Administrative Application reports shall be available to EDD through the term of the contract.		
47	The Administrative Application reports shall be electronically accessible to EDD.		
48	The Contractor shall provide the EDD monthly and annual reports of benefit payment transaction data.		
49	The Contractor shall ensure scheduled maintenance to the Administrative Applications will not exceed, in aggregate, two (2) hours of down time per month; unless agreed to with the EDD.		
50	The Contractor shall provide a detailed description of all capabilities of the Administrative Application.		
51	The Contractor shall provide a detailed description of the ad-hoc reporting capabilities of the Administrative Application.		
52	The Contractor shall ensure access to the Administrative Application requires a second factor of authentication.		
53	The Contractor shall ensure the Administrative Application supports the principles of separation of duties and of least privilege. (e.g., by providing unique EDD roles such as Administrator, Auditor, and User.)		
54	The Contractor shall ensure the Administrative Application displays a system notification banner that informs the user of system usage auditing, monitoring, consent to monitoring, and penalties for misuse.		
55	The Contractor shall ensure the Administrative Application requires user acknowledgement of the system notification banner before granting access to the system.		
56	The Contractor shall ensure the Administrative Application provides log-out capability for user-initiated termination.		
57	The Contractor shall ensure the Administrative Application provides a log-out message that indicates that the session has been reliably terminated.		
58	The Contractor shall ensure the Administrative Application must automatically terminate a user-session after a pre-determined period of user inactivity.		

C. BATCH PROCESS, CASH SETTLEMENT, AND RECONCILIATION

The EBP service must operate in compliance with all applicable banking regulations of the State of California and the Federal government. The EDD must account for and reconcile UI and SDI benefit payments. Reconciliation is the process by which the Contractor and the EDD monitor and manage the integrity of the EBP service. The process includes accounting for all EBP transactions submitted to the Contractor by the EDD. The EDD must ensure that all daily payment information is processed by the Contractor with confirmation sent back to the EDD.

The Contractor will interface with the EDD via batch files transmitted from both the UI and SDI payment sub-systems as well as a file transmitted from the Daily Transaction sub-system detailing demographic changes. The Contractor shall be able to retrieve batch files from the CalTech site on a daily basis by midnight (or on an otherwise agreed upon schedule) and maintain data security while in transport, during processing, and at rest.

The EDD requires the data files to be processed on a daily basis (seven days per week), based on business need. If there is no activity on any given day, the EDD does not transfer empty batch files. There are two types of data that the EDD will transfer to the Contractor: demographic and benefit payment. Because UI and SDI payments are processed separately, there are three files transferred in total: demographic, UI benefit payment and SDI benefit payment. Demographic and benefit payment data will contain requests with detailed actions and transactions.

Daily Batch File Record Counts (Table V.1) presents the approximate average daily record counts for each file type within UI and SDI benefit payment files. The data is based on a current aggregate EDD workload of approximately 4.4 million initial claims per year. The EDD's future automation projects may impact the number of records processed daily. For example, in the UI Modernization Project, claimants may certify eligibility on a Sunday, thereby increasing Monday's volume of records to process. This could potentially result in 500,000 payment records or more on a single day.

Table V.1 Current Daily Batch File Record Counts

Data Type	Average	Peak
Daily UI demographic data records	12,550	30,000
Daily SDI demographic data records	3,550	5,000
Daily UI payment data records	126,900	270,000
Daily SDI payment data records	19,000	46,000

The Contractor is required to provide acknowledgement to the EDD in response to each data file transferred. The first acknowledgement will indicate that a file was successfully received and validated within five minutes of the data transfer. The second acknowledgement file shall reach the EDD within four hours after receipt of data file. The second acknowledgement file will show what the Contractor did with each demographic record (applied or rejected) and each benefit payment request (paid or rejected). The Contractor is required to process the demographic update file before

processing any payment request files. For each paid benefit payment request, the Contractor will provide a "payment ID" tracking number generated in consecutive order. This "payment ID" will be a unique eight character numeric identifier assigned by the Contractor. The Contractor will generate and assign "payment IDs" to UI and SDI benefit payments separately. Each payment request that fails or is rejected by the Contractor will be returned with a code identifying the reason for failure or rejection.

The EDD and the Contractor will develop an escalation process that will clearly identify phone numbers needed to manage production problems. None of these numbers will be to an automated answering service.

The EDD and the Contractor will each identify a SPOC to facilitate the resolution to any transfer and/or processing issue(s). The Contractor must specify the communication method to readily contact the SPOC.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
59	The Contractor shall provide on-call staff members to respond to data processing issues 24 hours per day, seven (7) days per week.		
60	As required by EDD, the Contractor shall document and provide an escalation process for communication and data processing issues, including days and hours on-call staff members are available, methods of contact, and response times, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
61	As required by EDD, the Contractor shall provide an Interface Control Document that fully describes the file exchange process to be used, including batch transfer process, timelines for processing payment and demographic data files, disbursing benefit payments, and any other timeframes, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
62	The Contractor shall adhere to the file definitions, file naming standards and file transmission parameters provided in the Supplemental document.		
63	The Contractor shall securely transfer files with the EDD using the mutually agreed transfer mechanism that meets the EDD's security requirements.		
64	The Contractor shall return Acknowledgement files to the EDD within five minutes for each batch file transferred.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
65	The Contractor's Demographic and Payment Acknowledgement and 4-Hour Acknowledgement and 12-Month Never-Active files shall contain the following record types: • Header Record • Detail records • Trailer record		
66	The Contractor's Payment Acknowledgement data file Header record shall include: • Record Type • File Type • Client ID • Creation Date • Creation Time • Revision Number • Client File Tracking ID • State Fund Type		
67	The Contractor's Payment Acknowledgement data file Detail record shall include: • Record Type • Status Code • Expected Record Count • Expected File Total Amount • Actual Record Count • Actual File Total Amount		
68	The Contractor's Payment Acknowledgement data file Trailer record shall include: • Record Type • Record Count		
69	The Contractor's Demographic Acknowledgement data file Header record shall include: • Record Type • File Type • Client ID • Creation Date • Creation Time • Revision Number • Client File Tracking ID		
70	The Contractor's Demographic Acknowledgement data file Detail record shall include: • Record Type • Status Code • Expected Record Count • Actual Record Count		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
71	The Contractor's Demographic Acknowledgement data file Trailer record shall include: • Record Type • Record Count		
72	The Contractor shall process each data file within four (4) hours of receipt and return a 4-Hour Acknowledgement for each file received detailing the disposition of all data records.		
73	The Contractor's Payment 4-Hour Acknowledgement data file Header record shall include: • Record Type • File Type • Client ID • Creation Date • Creation Time • Revision Number • Client File Tracking ID • State Fund Type		
74	The Contractor's Payment 4-Hour Acknowledgement data file Detail record shall include: • Record Type • State Sequence Number • State Claimant ID (EBP ID) • State Program Code • State Extension Code • ACH Transmission Date • Fund Date • Amount Paid • Payment Tracking ID • Status Code • Status Code Description		
75	The Contractor's Payment 4-Hour Acknowledgement data file Trailer record shall include: • Record Type • Record Count (Detail records only) • File Total Amount Funded • File Total Amount Authorized (from input file) • File Total Amount Rejected • Successful Record Count • Error Record Count		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
76	The Contractor's Demographic 4-Hour Acknowledgement data file Header record shall include: • Record Type • File Type • Client ID • Creation Date • Creation Time • Revision Number • Client File Tracking ID		
77	The Contractor's Demographic 4-Hour Acknowledgement data file Detail record shall include: • Record Type • State Claimant ID (EBP ID) • Status Code • Status Code Description		
78	The Contractor's Demographic 4-Hour Acknowledgement data file Trailer record shall include: • Record Type • Record Count (Detail records only) • Successful Record Count • Error Record Count		
79	The Contractor shall notify the EDD within four hours of receipt if a transmitted file is unable to be processed.		
80	The Contractor shall process payment data within four (4) hours of receipt to disburse benefit payments.		
81	The Contractor shall return a payment data file in accordance with an agreed upon file format.		
82	The Contractor shall distribute the entire benefit amount to the EDD's benefit claimants within four hours of cash settlement in the Contractor's bank account.		
83	The Contractor shall notify the EDD SPOC within one hour when the data file fails to be transmitted to the EDD according to the schedule.		
84	The Contractor shall resend data to the EDD upon the EDD's request within two hours from request.		
85	The Contractor shall retain update data files for 72 hours (minimum) unless upon approval of the EDD.		
86	The Contractor shall reconcile the deposit total(s) to the total(s) on the daily transmission file before transmitting to the EDD.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
87	The Contractor shall provide a file confirmation to the EDD for each daily receipt of cash.		
88	The Contractor shall provide the EDD with view access to the Contractor's Trust Account to view daily data on bank account activity including deposits, withdrawals and balances.		
89	The Contractor shall ensure that the EDD's EBP Funds reside in a California State Depository Bank.		
90	The Contractor shall transmit, within four hours of cash settlement, benefit payment data back to the EDD.		
91	The Contractor shall provide daily information on cards that have not been activated for more than 365 days at a frequency not less than once each business day.		
92	The Contractor shall return exception data, within four hours of receipt of the demographic data, to the EDD indicating which accounts could not be established, including the error codes describing the reasons for exceptions.		
93	~~The Bidder shall identify demographic and payment data field lengths that are smaller than the corresponding EDD data field lengths. The EDD's file layout with field lengths may be found in the SDI and UI Current Files document in the Bidders' Library.~~		
94	The Bidder shall provide a list of characters that result in enrollment failures when used in demographic data.		

D. CHANGE MANAGEMENT

Typically, change management is the process of developing a planned approach to change in an organization. The transition of EBP services from one vendor environment to another creates organizational impacts that must be considered as the project progresses. The EDD's objective is to maximize the collective efforts of all people involved in the change and minimize the risk of failure of implementing the change.

The Contractor shall develop a Change Management Plan that documents both the configuration management processes that the Contractor will employ to support the transition of process changes (including defects, problems, and enhancements), as well as steps for maximizing adoption of the new EBP services. The Contractor shall work collaboratively to ensure the EBP services are deployed with minimal impact to the EDD.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
95	As required by EDD, the Contractor shall develop a Change Management Plan in accordance with the Deliverable Expectations Document (DED) as described in Attachment V.1. E, Description of Deliverables.		
96	The Contractor's Change Management Plan shall describe the configuration management processes, procedures and planned activities to support the introduction of process changes that will impact the EDD.		
97	The Contractor shall provide organizational change management to the EBP Project for the facilitation and execution of organizational change management activities based on the Change Management Plan.		
98	The Contractor shall immediately notify the EDD of any changes to EBP services that would affect the processes and activities presented in the EDD-approved Change Management Plan.		
99	The Contractor shall document EBP Configuration items for the EDD within 5 days of identification.		
100	The Contractor shall apprise the EDD within two (2) days of when baseline is established for an EBP Configuration item.		
101	The Contractor shall inform the EDD of any changes in its and/or subcontractor critical information, ownership, contract termination, and other changes that could impact the services or EDD's claimants at least five business prior to the implementation of these changes.		
102	The Contractor shall notify the EDD in writing of changes to the batch interface 30 days prior to the change, including contractor vendor services changes.		
103	The Contractor shall provide a Defect Management Plan within 30 days of contract execution which defines at a minimum: • Timelines for resolution • Priority assignment matrix • Escalation process • Point of contact		
104	The Contractor shall provide a Problem Management Plan within 30 days of contract execution.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
105	The Contractor shall revise any affected plan, document, or material previously provided to or approved by the EDD, within 30 days of any changes to EBP services that would affect the processes and activities presented in the EDD-approved plan, document, or material.		
106	All enhancements to the EBP service shall follow the EDD's approved processes.		
The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.			
107	Bidders should describe the defect resolution process for the EBP service, which shall include timelines (Average and Expedited).		
108	Bidders should describe how they would resolve production problems to the EBP service, which shall include timelines (Average and Expedited).		
109	Bidders should describe how they would implement enhancements to the EBP service, which shall include timelines (Average and Expedited).		

E. CLAIMANT ACCOUNT STRUCTURE, CORRECTIONS, & ADJUSTMENTS

Until EDD is ready to provide claimants the option for direct deposit, the contractor must provide claimants the option of establishing direct deposit transfer at no cost to EDD or the claimants. The contractor must be able to effect a transition from direct deposit transfer to direct deposit with no service interruption to the claimants.

Once direct deposit is available to the claimants, the contractor will be responsible for the direct deposit of funds from the EDD to the claimants' bank accounts, including resolution of errors in the direct deposit processing.

Where the claimant has not elected direct deposit into a bank account of his/her choice and has instead selected to receive benefits via prepaid debit card, the EBP Contractor shall create a debit card account for each new claimant upon the receipt of claimant demographic and payment data from the EDD. Each claimant should have only one account profile with a unique identifying number. In the event an existing account is compromised, the contractor shall have the ability to assign a new debit card account with a new account number to the same individual when request to do so by the EDD. Each account will be insured up to FDIC limits. ~~Debit Cards can have a status of Issued, Active, Suspended, Closed, Inactive, or Reverted.~~ The Contractor shall offer claimants the ability to transfer funds from their debit card to their selected bank accounts on a one-time or recurring basis for the full or partial amounts.

The debit card account will provide the claimant a list of all transactions by date and amount, including deposits from the EDD, direct deposit transfers to the claimant's bank account, Point of Sale (POS), and other claimant-generated transactions. Statements will be provided for claimants showing all of their transactions for a given period of time. Statements will be provided in compliance with Federal Reserve Regulation E (Regulation E), which implements the Electronic Fund Transfer Act (EFTA). For claimants who select direct deposit of their benefits to a bank account of their choice

(when it becomes an available option), no EDD account shall be created. However, the Contractor shall still comply with any applicable requirements imposed by the EFTA and/or Regulation E, such as notice and disclosure obligations.

For claimants who elect to receive their benefits on the debit card, the account information will include, but is not limited to, demographic data including name, address, phone number, and account number. The Contractor is required by law to comply with all applicable banking laws governing financial privacy, for example the Bank Secrecy Act, USA Patriot Act, Federal Financial Privacy Law, and the Information Practices Act of 1977, California Civil Code § 1798, et seq., and the Fair Credit Reporting Act and Regulation V, 12 CFR 222.Contractor shall ensure that claimants who receive debit cards will be able to access their real-time account information via website, IVR, telephone customer service representative, and ATM.

For claimants who do not qualify for a debit card per banking regulations and do not provide bank account information for direct deposit (once it becomes available), the Contractor shall provide an alternative disbursement method to the claimants, e.g., digital disbursement services for those who have a mean of receiving digital disbursement, or check writing services. The contractor shall provide the claimant substantiation for any method of benefit payment.

The Contractor shall follow business rules, processes and timelines for resolving claimant account errors as outlined in the Regulation E. This includes errors identified by the claimant or the Contractor. The Contractor shall provide documentation that describes how individual claimant account errors are detected and resolved, including:

- How errors identified by the claimant are logged, categorized and resolved and the timeframes associated with these processes.
- How errors identified by the Contractor are resolved and the timeframes associated with the process.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
110	The Contractor shall submit the documentation of its business rules, processes and timelines for resolving identified errors to claimants' accounts to the EDD for review and approval within 30 days of contract execution.		
111	The Contractor shall document how errors are logged, categorized and resolved and the timeframes for resolution and provide it to the EDD.		
112	For debit card accounts, the Contractor shall document how new debit card accounts will be assigned to existing claimants when the EDD requests a new account.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
113	Claimants shall have only one active debit card account at a time.		
114	The Contractor shall have the ability to assign more than one debit card account to the same claimant at EDD's direction, while keeping only one debit card account active.		
115	The Contractor shall have the ability to move applicable funds from the inactive debit card account to the new active debit card account at EDD's direction.		
116	The Contractor shall have the ability to reconcile all benefit disbursements, issued via prepaid debit card, direct deposit or direct deposit transfer, associated with one claimant.		
117	The Contractor shall document and provide to the EDD the process for notifying claimants of potential account closure due to fraudulent card activity.		
118	The Contractor will allow new debit card accounts to be created under the direction of the EDD when debit card accounts have been closed and the claimant is the victim of the fraudulent activity that caused the card account to be closed.		
119	Prior to establishing a direct deposit, the Contractor shall utilize a pre-note process to confirm valid bank account information with the claimant's designated financial institution.		
120	Until EDD is ready to provide claimants the option for direct deposit, the Contractor shall provide claimants the option of establishing direct deposit transfer at no cost to EDD or the claimants.		
121	During the availability of the direct deposit transfer, the Contractor shall provide claimants the option of establishing a single or recurring direct deposit transfer for a portion or the entire benefit payment amount to the bank account of their choice.		
122	When EDD communicates its readiness to implement direct deposit services, the Contractor will discontinue direct deposit transfer services and provide a seamless transition from direct deposit transfer to direct deposit.		
123	The Contractor shall be responsible for resolution of errors in any disbursement method (debit card, direct deposit transfer and direct deposit, check and digital disbursement included.		
124	The Contractor shall provide the EDD with its direct deposit and error resolution process.		
125	Upon receipt of funds from the EDD, the Contractor shall transmit the direct deposit funds to the claimant's account at the claimant's depository institution.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
126	The Contractor will reimburse claimants for lost interest and bank-related expenses (i.e., stop payment fees, returned item fees, etc.) for failure to deposit funds to the claimants account as required by the EDD.		
127	As required by EDD, the Contractor shall describe debit card and direct deposit services available for claimants living outside the continental United States, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
128	The Contractor will issue new debit cards under the direction of the EDD when debit cards expire and claimants are issued new benefits.		
129	The Contractor shall create a new EBP profile upon receipt of demographic data for a new UI or SDI claimant.		
130	The Contractor shall disburse to each claimant the entire amount the EDD authorizes.		
131	The Contractor shall provide banked claimants the option to establish direct deposit of their benefit payments into bank accounts of their choice.		
132	The Contractor shall accept the EDD generated unique claimant identifier as the EDD's unique identifier for each account.		
133	The Contractor's Website shall provide claimants the ability to initiate, modify or terminate their direct deposit transfer options. This ability shall include: • All of each benefit amount • A portion of each benefit amount • One time transfer • Recurring transfers		
134	The Contractor shall accept and record the EDD's updates to claimants' Social Security Numbers.		
135	The Contractor shall allow (shall not change or impede) the EDD's current ability to offset future payments in the event of a benefit overpayment.		
136	The Contractor shall allow (shall not change or impede) the EDD's current ability to offset future payments in the event of a Child Support Intercept (CSI) withholding.		
137	The Contractor shall allow (shall not change or impede) the EDD's current ability to offset future payments in the event of a Voluntary Federal Income Tax (VFIT) withholding.		
138	The Contractor shall allow (shall not change or impede) the EDD's current ability to authorize payment of less-than or more-than the Weekly Benefit Amount.		
~~139~~	~~The Contractor shall allow (shall not change or impede) the EDD's current ability to perform payment transfers.~~		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
140	The Contractor shall allow (shall not change or impede) the EDD's current ability to perform week-ending date changes.		
141	~~The Contractor shall provide alternative disbursement payment methods at no cost to EDD or the claimants when the following circumstances occur:~~ ~~a. The claimant does not qualify for a debit card per banking regulations; and~~ ~~b. The claimant does not provide bank account information for direct deposit.~~ ~~c. Subparagraph b shall not apply until direct deposit is implemented.~~ ~~Alternative disbursement methods must include digital disbursements for those who have a means of receiving digital disbursement, and for those who do not, check writing services.~~		
142	The contractor's process shall allow the EDD to account for each benefit payment disbursed to the claimant.		
143	The Contractor shall annually return (revert) the entire card balance to the EDD for all debit cards that one year has lapsed from the last date the card was successfully funded in the event a debit card has never been activated and the balance of the account has never been reduced.		
144	The Contractor's 12-Month Never-Active data file Header record shall include: • Record Type • File Type • Client ID • Creation Date • Creation Time • Revision Number • Client File Tracking ID		
145	The Contractor's 12-Month Never-Active data file Detail record shall include: • Record Type • State Claimant ID (EBP ID) • Payment Tracking ID • State Fund Type • Client SSN • Fund Date • Amount Funded • WeekEndDate1 • WeekEndDate2 • Debit Card Issue Date		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
146	The Contractor's 12-Month Never-Active data file Trailer record shall include: • Record Type • Record Count (Detail records only) • Total Amount Funded • Total Amount Funded for DI • Total Amount Funded for UI		
147	The Contractor shall work with the executor, administrator or heir of a deceased claimant to remit any funds once the EBP funds have been transferred to the Contractor.		
148	The Contractor shall establish only one profile for each claimant that can accept benefit payments for both the UI and SDI programs.		
149	The Contractor shall identify the program type for each benefit payment: UI or SDI.		
150	The Contractor shall add, implement, and support new benefit types at the EDD's request.		
151	The Contractor shall not sell, distribute, or use claimant information for any purpose unrelated to EBP without prior approval of the EDD.		
152	The Contractor shall have the capability to associate the activity that occurred under the wrong SSN with the correct SSN for audit trail purposes.		
153	The Contractor shall process all benefit payment amounts provided by the EDD without alteration or adjustment. The EDD will be solely responsible for determining the accuracy of the benefit amount.		
154	The Contractor must be able to issue debit cards to minors as directed by the EDD. Minors are claimants under 18 years of age.		

F. CUSTOMER SERVICE

The EBP Service must accommodate future growth needs. The Capacity of Service Plan will discuss how metrics will be monitored to ensure the services to claimants (i.e., IVR, Website, and Customer Service Centers) are sized correctly.

The EDD is determined to ensure its claimants and users have the best possible EBP "experience." As part of this effort, the EBP service must be both adequately sized to run the EDD's EBP transactions and properly tuned to enhance transaction processing efficiency. The following requirements address EBP service capacity planning and management.

Claimant Website

The Contractor shall provide a Web-based application (Website) to support claimant financial inquiries. The Website must allow claimants to initiate, terminate or modify

their direct deposit options, review detailed account information, and submit financial correction requests. Claimants must be allowed to change their IVR or debit card PIN and Website account password using this Website. The Contractor's Website shall be available seven (7) days per week, twenty-four (24) hours per day and be available and operational 99.9% of the time.

Interactive Voice Response Services /Customer Service Call Center

The Contractor shall provide claimant IVR services. The claimant IVR answers claimants' questions regarding their electronic payments, helps them resolve problems and allows them to establish and reset their PIN/password. The Bidder shall describe in detail its ability to provide required IVR services. The Contractor's IVR shall be available seven (7) days per week, twenty-four (24) hours per day and be available and operational 99.9% of the time.

The Contractor shall provide a claimant Customer Service Center (CSC) that allows claimants to speak to a CSR to answer claimants' questions and resolve problems. The Bidder shall describe in detail its ability to provide required CSR services. The Contractor's CSC shall be available seven (7) days per week, twenty-four (24) hours per day and be available and operational 99.9% of the time.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
155	The Contractor shall develop a Capacity of Service Management Plan for the management of service capacity and performance in accordance with an approved DED. The Capacity of Service Management Plan shall cover, but not be limited to, the following areas: • How EBP capacity requirements will be met. • How capacity issues shall be managed for all components of the EBP Project. • How capacity utilization will be monitored and capacity thresholds will be established. • Corrective and escalation processes that will be used in the event any capacity thresholds are reached. • List of services provided by the CSC.		
156	The Contractor shall provide the EDD a service capacity and performance data report on a weekly basis in accordance with an approved DED. This report shall include at a minimum: • IVR Capacity • Call Center Capacity • Website Capacity • Transaction Processing Platform Capacity		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
157	When EDD is ready to provide claimants the option for direct deposit, the Contractor's Website shall provide the ability for the claimant to initiate or terminate their direct deposit and direct deposit transfer options.		
158	The Contractor's Website shall provide the ability for claimants to change their secure identifiers (i.e., Debit Card PIN, IVR PIN, website password).		
159	The Contractor's Website shall provide claimants the ability to change their personal configuration settings (i.e., email address, language settings etc.).		
160	The Contractor's Website shall provide claimants the ability to view their personal demographic information.		
161	The Contractor's Website shall provide claimants the ability to view their current debit card account balance.		
162	The Contractor's Website shall provide the ability for claimants to view statement information on-line. This service shall be available for claimants who selected debit card and direct deposit transfer services.		
163	The Contractor's Website shall provide the information for claimants to submit correction requests for disputed transactions.		
164	The Contractor shall submit to the EDD for approval, prior to release, any material associated with the EBP service that is available to the public or the EDD's claimants via the Contractor's Website.		
165	The Contractor shall have a process for the EDD to conduct testing on the Website prior to the beginning of transition and during implementation in a test environment via remote access.		
166	As required by EDD, the Contractor shall document and provide to the EDD a process for the EDD to report Website problems, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
167	The Contractor shall have a process for the EDD to conduct testing on the claimant IVR in a test environment via remote access prior to transition and during implementation at least 60 days before transition and implementation.		
168	As required by EDD, the Contractor shall document and provide to the EDD a process to handle identified IVR system problems, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
169	The Contractor shall use the EDD approved scripts for the claimant IVR.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
170	The Contractor shall use EDD approved scripts in the Contractor's IVR and Call Centers for unanticipated events related to EBP processes and transactions.		
171	The Contractor shall develop, provide and maintain IVR documentation for the EDD approved scripts.		
172	The Contractor shall provide the EDD with a weekly report on program calls unrelated to the Contractor's responsibility.		
173	The Contractor shall develop and maintain an EDD Customer Service Manual for CSRs who respond to calls from the EDD's claimants, authorized representatives or heirs.		
174	The Contractor shall provide to the EDD an updated EDD Customer Service Manual within 30 days from the date of any change to the EBP service.		
175	As required by EDD, the Contractor shall submit to the EDD for review and approval an EDD Customer Service Manual for CSRs who respond to calls from EDD claimants, authorized representatives or heirs, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
176	The Contractor shall permit the EDD to conduct monitoring on the claimant CSC via remote access at least monthly and more frequently if problems have been identified.		
177	The Contractor shall permit the EDD or its designee to inspect the Contractor's CSC facility upon the EDD's request.		
178	The Contractor shall keep all databases, servers and associated hardware related to the EDD contract in the United States and its territories.		
179	The Contractor shall report to the EDD as soon as the contractor becomes aware of suspicious debit card activity such as phishing, hacking or compromised PINs.		
180	As required by EDD, the Contractor shall provide to the EDD the approved IVR call flow design, call routing, and IVR script, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
181	The Contractor shall have the ability to process records 30% above highest production peak workload during the term of the contract.		
182	The Contractor shall assist the EDD in claimant problem resolution related to benefit payment transactions.		
183	The Contractor shall provide services in accordance with an EDD approved CSC Services Plan.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
184	The Contractor shall only allow changes to demographic information to be provided by the EDD, except for electronic notification information not provided by the EDD.		
185	The Contractor shall refer claimants trying to change demographic information, except for electronic notification information not provided by the EDD, to the EDD.		
186	On a weekly basis, the Contractor's transaction processing platform shall be 99.9 percent available to process EBP-related transactions, excluding scheduled outages.		
187	The Contractor's Website shall support the two (2) most recent versions of popular Web browsers (at a minimum, ~~Opera, Internet Explorer, Firefox, Safari, and Netscape~~ Google Chrome, Internet Explorer, Firefox, and Safari) at the time the service is implemented.		
188	All user interface features of the Contractor's Website shall work in a similar fashion on the two most recent versions of popular Web browsers (at a minimum, Opera, Internet Explorer, Firefox, Safari, and Netscape) at the time the service is implemented.		
189	The Contractor's Website services shall be available to claimants outside of the U.S.		
190	The Contractor's Website shall be available, at a minimum, in English and Spanish for both input and screen presentation.		
191	The Contractor's Website shall have the capability to expand to provide services in up to three (3) additional languages to be identified by EDD at no cost to the EDD.		
192	The Contractor's Website capacity shall be scalable to accommodate unplanned increases in the volume of claimant inquiries.		
193	The Contractor shall provide secure web services, website security certification, and application security assessment verification processes including mobile application ability.		
194	The Contractor's Website shall provide claimants the ability to view and print transactions for the previous 60 days minimum.		
195	The Contractor's Website shall provide claimants the ability to view cash access locations.		
196	The Contractor's Website shall provide a link to the EDD's Website.		
197	The Contractor's Website shall provide the claimant with information regarding how to report a lost or stolen debit card.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
198	The Contractor shall provide the EDD with a documented process for the modification of the EBP website. For example, text changes, updated or new links, image changes.		
199	The Contractor shall electronically provide the EDD monthly and annual reports of benefit payment transaction data.		
200	The Contractor shall provide the EDD with a documented process for expedited Website modifications. For example, text changes, updated or new links, and image changes.		
201	The Contractor shall provide and maintain a U.S.-based claimant IVR that is operational seven (7) days per week, twenty-four (24) hours per day, except for routine scheduled maintenance not to exceed two (2) hours per month.		
202	The Contractor's blocked IVR calls shall be less than 5% of total calls on a monthly average.		
203	The Contractor shall ensure that no call is transferred to voicemail or automatically disconnected from the queue.		
204	The Contractor shall ensure that calls are not immediately placed on hold. A call immediately placed on hold when answered by a CSR does not meet the definition of "answered."		
205	The Contractor's claimant IVR shall be available through a toll-free number that is accessible in the United States, its territories, and Canada.		
206	The Contractor's claimant IVR shall be available through a dedicated number that is internationally accessible.		
207	The Contractor shall provide services for the claimant IVR in: English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin, Vietnamese languages and TTY-TDD (telephone device for the deaf).		
208	The Contractor shall ensure that all telephone services offered by the Contractor are accessible by touch tone, pulse, and rotary dial telephones.		
209	The Contractor shall ensure that all telephone services offered by the Contractor are accessible by claimants using hearing impaired services such as the California Relay Service.		
210	In addition to the languages identified in the Req. 207, the Contractor shall have the capability to add up to three (3) languages to the IVR at no cost to the EDD.		
211	The Contractor's claimant IVR shall provide referral services for claimants who need assistance in languages not serviced by the Contractor's Customer Service Center.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
212	The Contractor shall ensure that the claimant IVR capacity is scalable to accommodate significant changes in call volume.		
213	The Contractor shall have a EDD approved process for handling calls that exceed the IVR call capacity.		
214	The Contractor's claimant IVR shall announce the cardholder's debit card balance before presenting the cardholder with additional options.		
215	The Contractor's claimant IVR shall provide the date and amount of the last deposit.		
216	The Contractor's claimant IVR shall provide the ability for a claimant to review the ten (10) most recent successful transactions, including the date and amount of each transaction within 90 days.		
217	The Contractor's claimant IVR shall allow the claimant to request that a statement be mailed to the claimant at no cost.		
218	The Contractor's claimant IVR shall allow the cardholder to transfer to a CSR to report a lost/stolen card.		
219	The Contractor's claimant IVR shall allow the claimant to transfer to a CSR for reasons other than a lost or stolen card.		
220	The Contractor's claimant IVR shall automatically route a call to a CSR if there is touch tone fail or no response to IVR prompts in 30 seconds.		
221	The Contractor's claimant IVR shall announce that benefit eligibility-related questions should be directed to the EDD.		
222	The Contractor shall have a process to handle IVR problems identified by claimants.		
223	The Contractor shall record and play new or modified IVR messages at no cost to the EDD.		
224	The Contractor shall provide and maintain a CSC seven (7) days a week, twenty-four (24) hours per day, except for routine scheduled maintenance not to exceed two (2) hours per month.		
225	The Contractor shall provide and maintain a CSC seven (7) days a week, twenty-four (24) hours per day, except for routine maintenance not to exceed two (2) hours per month.		
226	The Contractor shall, limit the average wait time to speak to a live CSR to no more than 30 seconds for ~~99~~ 70 percent of the calls, and no more than two (2) minutes for all calls.		
227	The Contractor's CSC facility, which will service the EDD's customers, shall be located in the United States from the time of contract execution to the end of the contract.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
228	The Contractor shall provide all services during CSC operating hours.		
229	The Contractor's CSC shall be available through a toll-free number that is accessible in the United States, its territories, and Canada.		
230	The Contractor's CSC shall be available through a dedicated number that is internationally accessible.		
231	The Contractor's CSC shall have staff to provide services, at a minimum, in the following languages: English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin, Vietnamese languages and TTY-TDD (telephone device for the deaf), twenty-four (24) hours per day, seven (7) days per week.		
232	In addition to the languages identified in Req. 231, the Contractor's CSC shall have the capability to expand to provide services in three additional languages identified by EDD at no cost to the EDD.		
233	The Contractor's CSC shall provide referral services for claimants who need assistance in languages not serviced by the Contractor's CSC.		
234	The Contractor shall have a process to ensure that the CSC capacity is scalable to accommodate significant changes in call volume.		
235	The Contractor shall identify and refer to the EDD all calls unrelated to the Contractor's responsibility under this RFP and resulting contract.		
236	The Contractor shall provide a process for the EDD to directly speak to Contractor staff for priority assistance from 7:00 a.m. to 6:00 p.m. on business days.		
237	The Contractor shall provide the ability for claimants to check on the status of correction requests.		
238	Claimants shall have the option to request account statements be discontinued when their account balance is zero and there has been no transaction activity for three months.		
239	All modifications to the EBP website shall be at no cost to the EDD, this includes the following changes: text changes, updated or new links, image changes.		
The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.			
240	The Contractor's CSC facility should be located in the State of California. The facility shall employ a minimum of 25% of the CSRs that support the EDD's EBP services.		
241	Bidders should describe how they will assist the EDD in claimant problem resolution. For example, this may be necessary when the EDD is contacted by members of the State or Federal Legislature or the Governor's Office.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
242	Bidders should describe their approach to capacity of service management. The Bidder's response shall address, at a minimum, the following areas: a) The Bidder's current number of cardholders and monthly transaction volume for its government and total debit card activity b) If applicable, current number of cardholders and monthly transaction volume of Bidder's subcontractor's entire platform. c) How EBP capacity requirements will be met. d) How capacity issues shall be managed for all components of the EBP Project. e) How capacity utilization will be monitored and capacity thresholds will be established. f) Corrective and escalation processes that will be used in the event any capacity thresholds are reached.		
243	The Bidders should describe how the Website capacity is scalable to accommodate unplanned increases in the volume of claimant inquiries.		
244	Bidders should describe their Website's ability to accept correspondence (i.e., electronic documentation for dispute resolution) or online forms.		
245	Bidders should describe the process for claimants to check on the status of disputed transactions.		
246	Bidders should describe how their website will provide the ability to view cash access locations.		
247	Bidders should provide samples of Web pages, statements, dispute forms, or any other forms available through the Website in their proposal response.		
248	Bidders should describe their process for Website modifications requested by the EDD at no cost to the EDD. For example, text changes, updated or new links, image changes.		
249	Bidders should describe their process for expedited Website modifications requested by the EDD at no cost to the EDD. For example, text changes, updated or new links, and image changes.		
250	Bidders should describe their online bill pay services available for the EDD's claimants.		
251	Bidders should describe the language services available for the claimant IVR above the minimum required of: English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin, Vietnamese languages and TTY-TDD (telephone device for the deaf).		
252	Bidders should describe the process for handling calls that may exceed the IVR call capacity.		
253	Bidders should describe the process to handle IVR problems identified by claimants.		
254	Bidders should describe their process to record and play new or modified IVR messages at no cost to the EDD.		
255	Bidders should describe their process to expedite new or modified IVR messages at no cost to the EDD.		
256	Bidders should describe all services provided by the CSC.		
257	Bidders should describe the language services available for the CSC above the minimum required of: English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin, Vietnamese languages and TTY-TDD (telephone device for the deaf).		
258	Bidders should describe how their CSC will have the capability to expand to provide services 3 additional languages at no cost to the EDD.		
259	Bidders should describe how their CSC will provide referral services for claimants who need assistance in languages not serviced by the Bidder's Customer Service Center.		
260	Bidders should describe their process to ensure that the CSC capacity is scalable to accommodate significant changes in call volume.		
261	Bidders should describe how calls unrelated to the Bidder's responsibility under this RFP and resulting contract will be identified and referred to the EDD.		
262	Bidders should describe the process for the EDD to directly speak to Bidder staff for priority assistance.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
263	Bidders should describe the number of days of transaction history available on their Website to view and print. Six months is minimum requirement per Req. 305. Bidders who offer longer period of transaction history on their Website will get points.		
264	Any Bidder that provides the option to speak with the CSR in the first announcement of IVR choices will be awarded points.		

G. DISASTER RECOVERY AND BUSINESS CONTINUITY

The Contractor shall establish a Disaster Recovery and Business Continuity Plan (DRBCP) that includes a comprehensive set of measures and procedures to ensure that the Contractor's essential, mission critical resources and infrastructures are maintained or backed up by alternative methods during a temporary loss of services or a major disaster, including the return to normal operations. A temporary loss of service is defined as a loss of the facility or business processing, which causes vital business processes to stop for less than twenty-four (24) hours. A major disaster is defined as a loss of the facility or business processing, which causes vital business processes to stop for more than twenty-four (24) hours. The Contractor's DRBCP shall be complementary to the Contractor's normal emergency preparedness plans and shall be aligned with the EDD Continuity Plan for Business.

The Contractor's DRBCP shall include plans to implement disaster recovery services to re-establish communications, security and services with the EDD and to distribute debit cards and deposit benefits to debit cards or perform direct deposit and direct deposit transfers to claimants' bank accounts as well as plans to restore IVR, CSC and/or Claimant Website services.

The Contractor's DRBCP shall, at a minimum, address three areas:

- Pre-disaster measures to minimize the overall impact of a disaster on systems and resources and to maximize the Contractor's ability to recover from a disaster.
- Continuity measures to maintain mission-critical systems and resources required to keep an organization in operational status.
- Recovery measures to restore all systems and resources to full, normal operational status.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
265	The Contractor shall provide a California specific Disaster Recovery and Business Continuity Plan (DRBCP) in accordance with an approved DED, that will include Roles and Responsibilities of Contractor and EDD staff.		
266	The Contractor shall provide the EDD with a DRBCP 30 days prior to implementation of EBP services.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
267	The Contractor's DRBCP shall comply with state and federal regulations governing business continuity/disaster recovery of the EDD.		
268	The Contractor's DRBCP shall remain compliant with regulatory changes throughout the term of the contract.		
269	The Contractor shall test the processes and activities presented in the DRBCP at least annually.		
270	The Contractor shall provide notification to the EDD for its DRBCP testing 30 days prior to initiating testing.		
271	The Contractor shall provide the EDD a written assessment of all DRBCP testing within 30 calendar days following completion of each test.		
272	The Contractor shall provide an annual briefing to the EDD related to its DRBCP and processes.		
273	The Contractor shall immediately notify the EDD of any changes to EBP services that would affect the processes and activities presented in the EDD-accepted DRBCP.		
274	The Contractor shall inform the EDD within one (1) hour of the loss of any contracted services including the service(s) disrupted and estimated time of recovery.		
275	The Contractor shall provide to the EDD disaster-specific information to allow EDD staff to respond to disaster-related questions from claimants.		
276	The Contractor shall, in the event of a disaster, provide support to the EDD to ensure the recovery of connectivity between the EDD and the EBP service within 10 hours.		
277	The Contractor shall ensure that the service level agreement applies to both the primary system and any secondary systems used for business continuity and disaster recovery.		
278	The Contractor shall have measures and procedures to ensure the disruptions to the Contractor's services have no impact to claimants and include a critical problem resolution and escalation process.		
279	As required by EDD, the Contractor shall provide the EDD with the recovery time objective for each service provided, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
280	The Contractor shall handle all provided services during temporary loss of service anticipated to be less than 24 hours.		
281	The Contractor shall ensure that there are no costs or burdens to the EDD or the claimants during the execution or testing of a DRBCP.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
282	The Contractor shall provide redundant connections to both EDD primary and alternate data centers.		
283	The Contractor shall ensure that security controls are enforced and maintained in disaster recovery situations.		
The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.			
284	Bidders should describe measures and procedures to ensure the disruptions to the Bidder's services have no impact to claimants.		
285	Bidders should submit a sample DRBCP representative of the Bidder's normal recovery plans for a major entity similar in scope to that described in this RFP.		
286	Bidders should describe the recovery time objective for each service that will be provided.		
287	Bidders should describe any enhancements to the Bidder's DRBCP that will be made to accommodate the EDD's EBP service.		
288	Bidders should describe how they handle all provided services during temporary loss of service anticipated to be less than 24 hours.		

H. ELECTRONIC BENEFIT PAYMENTS

All benefit payment services offered pursuant to the resulting contract (debit card, direct deposit transfer, direct deposit or alternative disbursement payment methods) shall be at no cost to EDD or its claimants. When the Contractor begins processing payments pursuant to the resulting contract, the Contractor shall disburse benefits to claimants via debit cards supplied by the Contractor. Claimants shall have the option of establishing direct deposit transfer for all or a portion of their benefits until EDD is ready to proceed with direct deposit.

Once EDD is ready to proceed with direct deposit, the Contractor shall phase out direct deposit transfer and implement direct deposit disbursements. This transition shall be accomplished with no service interruption to EDD or its claimants. If a claimant's direct deposit does not deposit into the designated account for any reason, the Contractor shall automatically issue a debit card to the claimant at no cost to EDD or the claimant.

In the event that claimants are not qualified for a debit card per the bank regulations and/or do not provide their bank information for direct deposit once it becomes available, the Contractor shall provide an alternative disbursement payment method, e.g., digital disbursements for those who have a means of receiving digital disbursement, or check writing services. All claimants who will be receiving benefits via debit card or direct deposit transfer will initially receive Visa or MasterCard branded debit cards by mail as part of a Welcome Packet. The Welcome Packet will include instructions on how to activate the card, how to establish direct deposit transfer, and information regarding direct deposit when it becomes available.
The Contractor will provide, for the EDD's approval, the design, layout, content, and technical specifications in producing all EBP debit card-related items, including the debit card. The Contractor is responsible for all costs associated with the debit card

issuance, including purchase of plastic stock, ordering, embossing, encoding and delivering the debit card.

Each Debit Card will be associated with a Claimant's PIN. The cardholder will establish a PIN associated with the debit card for use with Point of Sale and ATMs. The cardholder will have the ability to change his/her PIN/password.

Cardholders whose debit cards are lost, stolen, or damaged will receive a replacement debit card within a timeframe specified by the EDD.

Overdrafts are a known and managed element associated with debit cards. The EDD will not be responsible for any overdrawn accounts against a debit card account; the financial risk is assumed by the Contractor.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
289	The Contractor shall conduct JAD sessions with the EDD to establish policy, process, and reporting for card inactivation, expiration and replacement, based on industry best practices, when a debit card has not been activated or a debit card is undeliverable.		
290	The Contractor shall pay all costs associated with debit card creation, production, and distribution.		
291	The Contractor shall pay all costs associated with debit cardholder account creation or direct deposit processing, including pre-note processing.		
292	The Contractor shall not extend credit to cardholders via debit card transactions.		
293	The Contractor shall assume financial risk for overdrawn accounts which the Contractor may recover from future deposit, if any, made by the EDD to the Cardholder's account.		
294	As required by EDD, the Contractor shall document and provide to the EDD its process for expedited replacement of debit cards, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
295	The Contractor shall provide written notification to the EDD, 30 days prior to any changes that decrease the number of California in-network (non-surcharge) ATMs available by 5% or more.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
296	As required by EDD, the Contractor shall document and provide to the EDD a document listing services that are available to cardholders who may need service outside of the United States and those with FPO and APO addresses, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
297	As required by EDD, the Contractor shall document and provide to the EDD the process for closing debit card accounts and releasing the payment of remaining balances to claimants when accounts are closed, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
~~298~~	~~The Contractor shall never allow cardholder funds to escheat to the State after the debit cardholder has activated the card. If the cardholder has activated the card, The the Contractor shall follow requirement 140 143 with regard to stale funds.~~		
299	The Contractor shall document and provide to the EDD the process, for returning funds by electronic file transfer, per the DED as described in Attachment V.1. E, Description of Deliverables.		
300	The Contractor shall provide a daily report to the EDD for returned cards, containing the claimant's first and last name, the address the card was mailed to, and the claimants EBP ID in a sortable and exportable format.		
301	The Contractor shall ensure that claimants do not overdraw their debit card accounts.		
302	The Contractor shall not allow claimants to have the capability to obtain advances on funds that have not been deposited.		
303	The Contractor shall allow for claimant's balance inquiry at ATMs.		
304	The Contractor shall offer Zero Liability to claimants for unauthorized use of debit cards or debit card accounts.		
305	The Contractor shall provide no less than six (6) months of account statements online.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
306	The Contractor shall provide debit cards that will be accepted at all participating VISA or MasterCard merchants, retailers and ATMs.		
307	The Contractor shall provide a debit card that supports both PIN-based and signature transactions.		
308	The Contractor shall automatically issue new debit cards to claimants when their card expires without requiring a request from the EDD or the cardholder.		
309	Pursuant to Requirement 308, the Contractor shall issue a new debit card when there has been financial activity on the cardholder's account within six months of that card's expiration date.		
~~310~~	~~The Contractor shall close the Claimant's EBP debit card account upon card expiration when financial transactions have not occurred in the last 12 months and the balance is less than $20.~~		
~~311~~	~~Upon the closure of the account, the Contractor agrees to return entire balance to EDD one year from the last date the card was successfully funded.~~		
312	For claimants who are not offered or do not select direct deposit, the Contractor shall mail the cardholder one (1) initial debit card within 24 hours of receiving the data file from the EDD.		
313	The Contractor shall mail one (1) replacement debit card no later than two (2) business days following a cardholder's request for a replacement card.		
314	As required by EDD, the Contractor shall document and provide to the EDD their procedure for the replacement of an expired cardholder's card, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
315	The Contractor shall accept deposits to claimants' EBP accounts from only the EDD.		
316	The Contractor shall allow merchant refund amounts to be added to the debit card.		
317	The Contractor shall provide a means for the cardholder to withdraw funds to a zero balance.		
318	The Contractor shall document and provide to the EDD a process for PIN issuance via toll-free line.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
319	The Contractor shall allow cardholders to change their PINs/passwords.		
320	The Contractor shall not limit the number of times cardholders may change their PINs.		
321	The Contractor shall not place a limit on the number of replacement cards that may be issued to a cardholder.		
322	The Contractor shall send cardholders new and replacement debit cards using no less than U.S. Postal Service First-Class mail.		
323	The debit card shall contain no less than an ISO 7811-compliant high coercivity magnetic strip.		
324	The Contractor shall allow only one (1) active profile per claimant.		
325	The Contractor shall provide debit cards for each claimant or their authorized representative/heir in accordance with common commercial standards for Visa or MasterCard-branded cards.		
326	The Contractor shall follow standard commercial practices for debit card PIN specifications in conformance with federal and state laws, rules and regulations.		
327	The Contractor shall have in-network (non-surcharge) ATMs available for use by the cardholder in California and nationally outside of California.		
328	The Contractor shall conduct claimant outreach in California Metropolitan Statistical Areas (MSA) affected by a permanent ATM decrease of 5% or more.		
329	Contractor shall facilitate the following disbursement options: • Prepaid Debit card • Direct Deposit Transfer (until direct deposit option is established • Direct Deposit		
330	Until direct deposit is implemented, the Contractor shall provide claimants the option of receiving benefits by prepaid debit card, or transferring all or any portion of their benefit payments from their debit card to their existing bank accounts at no cost to the claimants.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
331	The Contractor shall provide claimants who elect direct deposit transfer with a way to track deposits transfers to their account via the Contractor's website and via calls to Contractor's customer service call center.		
332	Until direct deposit is available, the Contractor shall allow claimants to change their payment disbursement type from debit card to direct deposit transfer, or vice versa, at any given time by going online or by calling the contractor's customer service center.		
333	Once direct deposit is available, the Contractor shall allow claimants to change their payment disbursement type from debit card to direct deposit, or vice versa, at any given time by going online or by calling the contractor's customer service center.		
334	The Contractor shall comply with any and all applicable provisions of Regulation E, 12 CFR 205 et. seq., in providing electronic payment services to claimants.		
335	The Contractor shall complete the origination of an outgoing ACH credit to claimant's bank account upon receipt of funds from the EDD.		
336	The Contractor shall notify the EDD of all undeliverable addresses.		
337	The Contractor shall not charge the EDD for claimant overdrafts, fraud, misuse, and lost or stolen debit cards.		
338	The Contractor shall send mail to international addresses including FPO and APO addresses.		
339	As required by EDD, the Contractor shall develop and provide to the EDD for approval a plan to increase free out of network ATM services in MSA affected by a permanent ATM decrease of 5% or more, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.			
340	Bidders should describe the process for undeliverable claimant mail.		
341	Bidders should describe the steps to ensure that claimants do not overdraw their debit card accounts.		
342	Bidders should describe their archival and retrieval process for monthly claimant account statements including timelines.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
343	Bidders should describe their process for expediting delivery of monthly claimant account statements including timelines.		
344	Bidders should provide a sample claimant account statement.		
345	Bidders should describe their available electronic communications (e.g. benefit deposit notification and low balance alerts, etc.) services available to claimants.		
346	Bidders should provide information on all in-network (non-surcharge) ATMs available for use by the cardholder in California in accordance with the file format in Attachment V.4.		
347	Bidders should provide information on all in-network (non-surcharge) ATMs available for use by the cardholder nationally in accordance with the file format in Attachment V.4.		
348	Bidders should provide information on all in-network (non-surcharge) ATMs available for use by the cardholder internationally in accordance with the file format in Attachment V.4.		
349	Bidders should describe electronic funds transfer services available for the EDD's EBP claimants.		

I. END OF CONTRACT ACTIVITIES

The Contractor agrees that upon termination of this contract, the Contractor will work with the new contractor and the EDD throughout the transition in the best interest of the public being served.

Changeover activities to be conducted by the Contractor, at no cost to the EDD, include, but are not limited to:

- Participation in schedule development.
- Testing of files and data records to be transferred.
- IVR/Call Center transition planning.
- Conversion planning, testing, and execution.
- System and process documentation.
- Ability to transfer balances to new debit cards.
- EDD-approved communications to claimants.

To prepare for changeover, the Contractor shall participate in the development of an End of Contract Plan, which will describe the activities to successfully transition to a replacement contractor, the sequence of those activities, the parties responsible for performing the activities, and a contingency plan, in the event changeover activities are delayed.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
350	The Contractor shall participate with its successor and the EDD in good faith to assist in changeover planning, preparation, testing, and implementation.		
351	The Contractor shall develop an End of Contract Plan with the EDD within six (6) months from contract execution in accordance with the DED.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
352	The Contractor shall deliver status reports to its successor and the EDD at the frequency determined in the EBP End of Contract Plan describing changeover activities during the changeover period.		
353	The Contractor shall document the results of changeover activities defined within the Plan in the EBP Changeover Activity Completion Report.		
354	The Contractor shall provide information necessary to facilitate the transition of services to its successor.		
355	The Contractor shall convert, export, or otherwise electronically deliver the data needed by its successor to conduct operations and maintain operational continuity, including, but not limited to debit card holder account data, direct deposit data, and names and addresses for mailing, reports, etc.		
356	The Contractor shall provide any data needed by its successor within one (1) week of request.		
357	The Contractor shall provide any data needed by its successor in a format that is non-proprietary and approved by the EDD.		
358	The Contractor shall be prohibited from sending non-EBP promotional materials to the EDD's claimants after contract termination without prior written approval from the EDD.		
359	The Contractor shall be prohibited from using or disclosing information provided by the EDD after contract termination without prior written approval from the EDD.		
360	The Contractor shall cooperate with the EDD to assist with the orderly transfer of services, function, and operation provided by the Contractor hereunder to another service provider at no cost to the EDD or the other service provider.		
361	The Contractor personnel critical to the transfer effort shall be identified to the EDD.		
362	The Contractor shall ensure the cooperation of its key employees during the transfer process.		
363	The Contractor shall provide, to the EDD at no cost, written applicable requirements, standards, policies, operating procedures, and other documentation relating to the affected service and necessary access to the systems and sites from which the affected service was provided.		
364	The Contractor shall have the ability to transfer account balances to the successor Contractor's debit card accounts.		
365	The Contractor shall provide the EDD approved communications to claimants on end of contract activities.		
366	The Contractor shall perform any necessary reconciliation of financial data and transactions between the Contractor and its successor during changeover.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
367	The Contractor shall ensure that the EBP claimants will have continuous and uninterrupted services during contract changeover.		
368	The Contractor shall provide extended services on a month-to-month basis until the successor Contractor's services are fully operational as determined by and at the sole discretion of the EDD.		

J. FEES AND SURCHARGES

Claimants receiving benefits via debit card, direct deposit transfer, direct deposit or other alternative disbursement methods must receive Contractor services at no cost to the claimant. Bidders will be evaluated on the fee schedule for costs/fees for other banking services (i.e. expedited card delivery, foreign exchange, out of network ATM transactions). The Bidder shall disclose how the Cardholder can avoid debit card fees/surcharges. The Bidder shall use the Fee Schedule in Attachment V.3 to respond to requirements in this section of the RFP. Evaluation points will be awarded based on the services provided at no cost.

Debit Card: Standard debit card services include, but are not limited to: point of sale transactions, point of sale with cash-back, ATM access to cash, and balance inquiry by the Contractor's teller, ATM, IVR, and website. The bidder's proposal shall disclose all services that will create fees or surcharges to the Cardholder.

The Bidder shall identify the locations of all in-network (non-surcharge) ATMs available for use by the Cardholder in California. The Bidder shall describe the extent of surcharge-free ATM networks available to the cardholders.

Evaluation of Cardholder fees/surcharges shall constitute a major portion of the evaluation. The Bidder shall describe in detail the services that will have an associated Cardholder surcharge and/or fee, including the timing and circumstances under which each Cardholder surcharge and/or fee is assessed.

> *Cardholder fees/surcharges associated with EBP services must be **listed separately** on Attachment V.3 Fee Schedule. Cardholder fees/surcharges will be evaluated. The Contractor shall not charge any fees/surcharges to Cardholders that are not included in its proposal.*

Direct Deposit: Until EDD is ready to provide claimants the option for direct deposit, claimants will have the option of receiving benefits by debit card or establishing direct deposit transfer at no cost. Once direct deposit options are established, customers utilizing direct deposit transfer options shall automatically be enrolled in direct deposit. There will be no service interruption to the EDD or to claimants when transitioning from direct deposit transfer to direct deposit. Once direct deposit is established, direct deposit transfers will no longer be an option. Contractor must process direct deposit from the EDD directly to the bank account of claimant's choice.

The Contractor shall provide claimants who receive direct deposit with a way to track deposits of benefits into their account via the Contractor's website and via calls to Contractor's customer service call center. The Contractor shall provide direct deposit services to EDD's claimants at no cost and no fees to EDD's claimants or to EDD. In doing so, the Contractor shall comply with any and all applicable provisions of the EFTA and/or Regulation E, 12 CFR 205 et. seq., in providing direct deposit services to claimants.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
369	The Contractor shall only charge fees listed in Attachment V.3, Fee Schedule, and shall not make changes without prior approval of the EDD.		
370	The EDD's cost for the EBP service shall not exceed zero dollars ($0).		
371	The Contractor shall charge fees only in accordance with the EDD's approved Fee Schedule.		
372	The Contractor's Website for customer service shall be available to all claimants over the Internet at no charge to the claimants, excluding third-party charges to the claimants for access to the Internet.		
373	The Contractor shall provide any account statements to claimants that may be required under Federal Reserve Regulation E.		
374	The Contractor shall provide a minimum of two (2) free inquiries per deposit to the Contractor's CSR.		
375	The Contractor shall not charge the EDD to identify, track, and refer calls to the EDD that are unrelated to this RFP and the resulting contract.		
376	The Contractor shall not charge a fee for repeat calls about an unresolved issue.		
377	The Contractor shall not charge a fee to replace undeliverable cards.		
378	The Contractor shall not assess interest charges to the cardholder's account.		
379	The Contractor shall not apply a fee to the EDD or claimants to initiate, process, modify, or terminate their Direct Deposit or Direct Deposit transfer option.		
380	The Contractor shall not apply an ACH fee to the claimants or EDD for the Direct Deposit or Direct Deposit transfer option.		
381	The Bidder shall provide a schedule of EBP services with descriptions and related fees/surcharges, using the Fee Schedule template in Attachment V.3.		

K. GOVERNING REGULATIONS

As a California state department, the EDD must conform to State and Federal law and guidelines. The Governing Regulations requirements identify applicable regulations for

the EBP services. Bidders must be aware of the regulatory environment when submitting a proposal in response to this EBP RFP.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
382	The Contractor shall comply with the Code of Federal Regulations, Title 12 Banks and Banking.		
383	The Contractor shall comply with NACHA-The Electronic Payments Association's operating rules.		
384	The Contractor shall ensure that each account is fully insured to the limits provided by the Federal Deposit Insurance Corporation (FDIC).		
385	The Contractor shall comply with Division I of Title 22 of the California Code of Regulations, as well as applicable sections of California Code, including the Government Code, Public Contract Code, and Unemployment Insurance Code. The Contractor shall also comply with applicable sections of the United States Code, the Code of Federal Regulations, and requirements set forth by the U.S. Department of Labor.		
386	The Contractor shall bear all liability for losses resulting from errors or omissions related to disbursement of benefits.		
387	The Contractor shall bear all liability for any losses resulting from errors, omissions, fraud, and/or abuse incurred by the Contractor's employees, representatives, affiliates, or sub-contractors.		
388	The indemnification responsibilities identified in Exhibit C (GTC-610) of the Standard Agreement shall survive and be enforceable after the Contract between EDD and the successful Contractor terminates or expires, and they shall be terminated only by written agreement of the successful Contractor and EDD.		
389	The Contractor shall execute and comply with EDD's Indemnity Agreement.		
390	The Contractor shall comply with the Bilingual Services Act of 1977 (Dymally-Alatorre), Government Code Section 7290-7299.8.		
391	The Contractor shall provide EBP Services that support Americans with Disabilities Act of 1990 (ADA) requirements (e.g., readers for the blind). The Contractor shall also provide Welcome Packet information in an ADA supported manner on its website.		
392	The Contractor shall not deny or refuse an account to any EDD cardholder, other than to comply with relevant law, such as the Bank Secrecy Act and the USA Patriot Act.		
393	The Contractor shall comply with the Information Practices Act, California Civil Code §1798, et al.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
394	The Contractor shall be certified as PCI DSS compliant or equivalent throughout the EBP service contract, and shall provide verification of such certification to the EDD when requested.		
395	The Contractor shall provide the EDD, on an annual basis, the Auditor's opinion of the annual SAS 70 audit for continuity, fraud, security, and reconciliation.		
396	The Contractor shall comply with all of the following:(a) applicable National Institute of Standards and Technology (NIST) standards; (b) Code of Federal Regulations Title 20 Section 603 et seq.; (c) Office of Management and Budget (OMB) A-130, Appx. III, Security of Federal Automated Information Resources; (d) State Information Security Policies as prescribed in the State Administrative Manual, Sections 5300 – 5399; (e) Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220) and the Workforce Innovation and Opportunity Act of 2014, and the California Government Code 11135.		
397	The Contractor shall be a registered depository bank of the State of California.		
398	The Contractor shall implement changes to this contract at no cost to EDD or its claimants if changes in Federal and/or State law make amendments to the contract necessary.		
399	The Bidders shall provide proof of current PCI DSS certification with their proposals.		

L. INVESTIGATIONS AND FRAUD PREVENTION

The EDD takes a comprehensive approach to fraud prevention, detection, and deterrence. This approach involves the EDD's program areas, oversight entities, and business partners including federal, state, local law enforcement agencies, and prosecutors.

The EDD's Investigation Division (ID) is a specialized law enforcement organization, enforcing the provisions of the CUIC. The Division provides investigative services to prevent, detect, and investigate instances of fraud committed against the EDD's programs and resources. The Contractor shall cooperate with the EDD's ID and/or any contractors EDD may utilize with regard to fraud investigations to the extent permissible by law.

The ID's Criminal Intelligence Unit (CIU) analyzes allegations of fraud against the EDD's programs, and develops cases to be referred to the appropriate fraud unit for investigation and prosecution. The CIU also assists in detection and prevention of fraud in the EDD's programs.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
400	The Contractor shall provide from its fraud team or fraud investigation unit a SPOC to work with an EDD fraud SPOC to assist in investigation, detection, deterrence and prevention activity.		
401	The Contractor shall report and confirm at each quarterly meeting a negative report or absence of any accidental or inadvertent release of confidential EDD or Claimant information.		
402	The Contractor shall provide a single process/form by which EDD Investigation Division can request transaction history, still photo images AND/OR video images with one request.		
403	The Contractor's fraud SPOC shall be available during business hours, 8 am to 5 pm Monday through Friday (PT).		
404	The Contractor's fraud SPOC shall be available after business hours based on the EDD's business needs with prior notification.		
405	The Contractor shall have a representative (Custodian of Record for court testimony) to testify during hearings for subpoenaed documents.		
406	The Contractor shall provide a quarterly briefing to the EDD on trends, patterns, and overall fraud-related topics in the California EBP service. This briefing shall include information on new threats, new security related laws, regulations, and standards, and a history of security and fraud related issues since the previous briefing. The briefing will detail how the issues were handled and their disposition.		
407	The Contractor shall provide a quarterly report to the EDD on trends, patterns and overall fraud related topics in the California EBP service. This report shall include information on new threats, new security related laws, regulations, and standards, and a history of security and fraud related issues since the previous report. The report will detail how the issues were handled and their disposition.		
408	The Bidders shall provide a description of its fraud investigation process and when there would be interaction with the EDD Investigation Division, in their bid package.		
409	The Contractor shall retain in-network ATM video, photo, and/or digital image data for a minimum of ~~twelve (12) months.~~120 days.		
410	The Contractor shall document fraud detection procedures and methodologies.		
411	The Contractor shall cooperate with the EDD's Investigation Division and/or its contractors with regard to fraud investigations to the extent permissible by law.		
The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.			

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
412	Bidders should describe their in-network ATM video, photo and/or digital image data retention process including timelines beyond the twelve (12) month minimum required.		
413	Bidders should describe their fraud detection procedures and methodologies.		

M. MARKETING / CUSTOMER COMMUNICATION

The EDD's marketing strategy includes distributing information to its customers (claimants, employers, and medical service providers) six to eight weeks before transition of the EBP services. As part of the transition approach, the Bidder must develop informational and marketing materials for existing and new claimants on the EBP services. The intent is to market the benefits of electronic payments to its claimants as well as instructing them on how to access their benefit funds and avoid potential fees/surcharges.

All claimant informational material must be user friendly, and describe the services provided, including all possible claimant fees and how to avoid those fees. All Contractor-prepared marketing, communication, and instructional materials developed by the Contractor shall be reviewed and approved by the EDD prior to release to the claimants.

Claimants who do not enroll in direct deposit will receive debit cards by mail as part of a Welcome Packet. The Welcome Packet will include information regarding how to establish a direct deposit transfer. Upon availability of direct deposit, the Welcome Packet will be revised to replace direct deposit transfer information with direct deposit information. The Welcome Packet will include instructions on how to initiate a direct deposit transfer (until direct deposit is available), an EBP instructional pamphlet, and a wallet-sized quick reference guide card. The Welcome Packet will be provided in the language identified in the demographic record provided by the EDD payment system, at a minimum in English and Spanish. The wallet-sized card will list all fees associated with the debit card and have tips for how to avoid fees. The wallet-sized card may be folded so that it can be carried with the debit card.

The Contractor will be expected to review and comment on other EBP marketing materials prepared by the EDD.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
414	As required by EDD, the Contractor shall submit a marketing and communications plan that includes but is not limited to: • Distribution to New and Existing Claimants, Employers, Medical Service Providers • Timeline begins no later than approximately 6 to 8 weeks prior to implementation • EBP Service Literature • Marketing Materials/Tools • How to Access Funds • Fees and How to Avoid Fees • Welcome Packet • Review of the EDD's Prepared Materials		
415	The Contractor shall develop information and marketing materials including, but not limited to, FAQ sheets, EBP service literature, and marketing tools.		
416	The Contractor shall design and develop the Welcome Packet in coordination with the EDD, to include the debit card carrier, debit card for claimants who do not choose direct deposit, instructional materials for use of the card, how to set up direct deposit, and direct deposit transfer, how to avoid fees, fee schedule, wallet-sized quick reference guide, and mailing envelope.		
417	The Contractor shall provide marketing and instructional materials in English and Spanish at a minimum.		
418	The Contractor shall ensure, to the extent possible, marketing and instructional materials conform to the EDD Graphic Standards Manual.		
419	The Contractor shall provide marketing and instructional materials written at a reading level no higher than the fifth grade.		
420	The wallet-sized quick reference guide shall be, at minimum, printed on card stock according to EDD specifications for durability.		
421	The Contractor shall package the marketing/instructional materials for new claimants in the form of a "Welcome Packet."		
422	The Contractor shall ensure that marketing/instructional materials for claimants regarding the EBP service identify the EDD as the project sponsor.		
423	The Contractor shall identify the EDD on the Welcome Packet envelope.		
424	The Contractor shall notify the EDD of changes in policy that affect claimants or their accounts at least five (5) business days before the change in policy goes into effect.		
425	The Contractor shall allow the EDD five (5) business days to review and approve changes to policy that affect claimants or their accounts.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
426	The Contractor shall be prohibited from sending non-EBP promotional materials to the EDD's claimants without prior written approval from the EDD.		
427	The Contractor shall be prohibited from using or disclosing information provided by the EDD or claimants for any purpose not expressly authorized by the EDD.		
428	All designs and graphics created by the Contractor for the EBP services shall become the property of the EDD.		
429	The Contractor shall use at a minimum a four-color printing process to produce the EBP card.		
430	The Contractor shall provide each new Cardholder (initial debit card) a welcome packet that includes, at a minimum: • EBP Debit Card carrier • EBP Debit Card • Instructions for activating EBP Debit Card • Instructions for PIN selection • Instructions on how to use the EBP Debit Card • Wallet-Sized Card listing all fees and tips on how to avoid them • Identification of and definition of all associated fees for using the EBP Debit Card • Identification of and definitions of services that will create costs or fees • Tips on how to avoid fees • Fee Schedule • The claimants' rights and responsibilities. • Frequently asked questions (include types of issues anticipated and explain how they will be resolved) • Where to call in case of questions • How cardholder complaints are handled and the timeframes associated with the process • How suspected benefit fraud can be reported • How to protect against fraud • How to update account information • Where in-network ATMs are located • Replacement card information/instructions • Direct deposit and direct deposit transfer enrollment information • Information on paperless monthly statements • Information on security of card and PIN • Procedure for reporting lost, stolen or damaged cards • All customer service toll free numbers		
431	The Contractor shall provide the Welcome Packet in English or Spanish as indicated in the data file.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
432	The Contractor shall be prohibited from advertising to claimants on the EBP Debit Card, on the IVR, through the CSC, through the Website, or any marketing materials.		
433	The Contractor shall support mailings to claimants in California, the United States and its territories, and other countries.		
The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.			
434	Bidders should submit a claimant marketing and communications proposal including timelines.		
435	Bidders should submit samples of marketing materials, instructional materials, and debit card design(s), which may have been prepared for previous clients.		
436	Bidders should describe how the EDD will be identified on the Welcome Packet envelope. For example, the EDD logo may be used.		
437	Bidders should provide a sample design for the CA EBP Debit Card.		
438	Bidders should provide a list of additional materials available to include in the Welcome Packet. Items may include the Bidder's ability to provide Welcome Packet and marketing materials in languages other than English or Spanish.		

N. PROJECT MANAGEMENT

Given the size of EDD's UI and SDI programs, applying project management best practices will be a critical success component in the EBP Project implementation. This section presents contractual requirements related to project management practices, documentation and plans. The contractual requirements present the mandatory and minimum project management needs for the EDD's EBP Project.

The Contractor will deliver a detailed project schedule within 15 State business days of contract execution. The schedule will address all planning, implementation and ongoing activities including technical requirement definition, system design and development, interface design and development, testing, and ongoing maintenance and operations activities. The EDD will work with the Contractor to define the format used to develop the Contractor's project schedule.

The EDD requires the Contractor to conduct regularly scheduled meetings (weekly, monthly and as required) and conference calls with the EDD and other State project staff, and will require regular updates to activities related to ongoing operations.

The Contractor shall develop and maintain an Ongoing Operations Forms Packet that includes operational forms, processes and procedures related to the EBP service for use by the EDD and other State project staff during the ongoing maintenance and operations phase. The Contractor will maintain and update these products for the life of the Contract. For requirements that reference "the DED" under N, Project Management, please refer to Attachment V.1.E, Description of Deliverables.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
439	The Contractor shall develop a Project Management Plan in accordance with the DED within 15 calendar days of contract execution.		
440	The Contractor shall develop a Project Schedule in accordance with the DED within 15 calendar days of contract execution.		
441	The Contractor shall develop and submit a Staffing Management Plan in accordance with the DED within 15 business days of contract execution.		
442	The Contractor shall report progress on Project Schedule tasks on a weekly basis.		
443	The Contractor shall develop a Quality Assurance Plan in accordance with the DED.		
444	The Contractor shall develop a Risk and Issue Management Plan in accordance with the DED.		
445	The Contractor shall develop an Implementation Management Plan in accordance with the DED.		
446	The Contractor shall develop a Communication Plan in accordance with the DED.		
447	The Contractor shall develop a Maintenance and Operations Plan in accordance with the DED.		
448	The Contractor Project Manager shall report organizationally to the EDD IT Project Manager.		
449	The Contractor's Project Manager shall attend status meetings (weekly, monthly and as required) with the EDD's EBP Project stakeholders in the Sacramento, California area.		
450	As required by the EDD, additional Contractor staff shall attend weekly status meetings at EDD in the EBP Project Office in the Sacramento, California area.		
451	The Contractor shall prepare and deliver weekly Status Reports in accordance with the DED.		
452	The Contractor shall prepare and deliver Monthly Progress Report in accordance with the DED.		
453	As requested by the EDD, appropriate Contractor staff shall participate in stakeholder group meetings in the Sacramento, California area.		
454	The Contractor shall provide project management documentation upon request of the EDD or federal agency.		
455	The Contractor shall prepare an Ongoing Operations Forms Packet in accordance with the DED.		
456	The Contractor shall use project management, word processing, presentation, spreadsheet, and database management products that are compatible with Microsoft Office and Microsoft Project versions consistent with the EDD's current software.		
457	The Contractor shall establish and maintain an integrated EBP project schedule.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
458	The Contractor shall establish and maintain a schedule management process for the Contractor's portion of the project.		
459	The Contractor shall coordinate and facilitate Project Schedule reviews and update meetings with the EBP Project Team.		
460	The Contractor shall develop the EBP project Work Breakdown Structure (WBS) in collaboration with the EBP Project Team.		
461	The Contractor shall provide a weekly forecast of the remaining work in the project schedule.		
462	The Contractor shall provide weekly schedule updates of time and resource variances, risks, and issues.		
463	The Contractor shall, at a minimum, document and provide to EDD project management lessons learned upon completion of each project phase.		

O. PROJECT STAFFING

This section presents requirements for project staffing which reflect the mandatory and minimum staffing needs for the EBP Project. Each position has minimum experience requirements. Contractor staff will be required to complete and sign Form 700, Statement of Economic Interest, when commencing work on the EBP Project.

During the term of the Contract, the EDD reserves the right to approve or disapprove the Contractor's staff, including but not limited to any subcontractor's staff assigned to the project. Additionally, the EDD reserves the right to review and approve or disapprove any proposed changes of staff or staffing levels.

1. Project Manager

The Contractor's Project Manager is the primary point of contact between the Contractor and the EDD. He/she monitors, controls and coordinates all Contractor resources and activities, and ensures that appropriate resources are available during the term of the contract.

The Project Manager leads the Contractor's implementation and day-to-day activities, including overall performance and contract compliance. He/she is responsible for the quality and timely completion of tasks and deliverables, monitoring and control of the project schedule, resolution of issues and mitigation of risks.

The Project Manager works closely with the EDD Project Director and State staff, and will periodically (weekly, monthly or as required) present the status of project activities through written reports, oral briefings and participation in meetings.

2. Technical Project Manager

The Contractor's Technical Project Manager facilitates the system design process and ensures that the Bidder provides appropriate technical resources during the design, development and implementation of the EBP service. He/she provides leadership and coordinates resources in support of technical requirement definition, service design, interface development, testing, and ongoing maintenance and operations.

The Technical Project Manager will participate in the system requirements definition and design, interface design and development, testing and resolution of ongoing operation issues. He/she will develop and design all system design reports, technical deliverables and work authorizations.

The Technical Project Manager works closely with the EDD Project Team (including the Project Manager and Technical Manager) and State staff, and will periodically (weekly, monthly or as required) present the status of technical project activities through written reports, oral briefings and participation in meetings.

3. Project Scheduler

The Contractor's Project Scheduler creates and maintains the schedule for planning and implementation activities. The schedule must include all tasks and activities required to be performed by the Contractor or the Contractor's subcontractors, the EDD and any other individuals or organizations whose activities affect the project. The schedule will also show task dependencies and allow critical path analysis, and will be sufficiently detailed to support advance scheduling and allocation of resources for all involved parties.

The Project Scheduler also develops and maintains any other schedules needed to successfully manage the project, including work authorization schedules, as required.

The Project Scheduler works closely with the EBP Project Team.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
464	The Contractor's Project Manager shall be allocated full-time to the EBP Project through system acceptance and transition and as needed by the EDD throughout the term of the contract.		
465	The Project Manager shall be available and accessible to the EDD's EBP Project staff twenty-four (24) hours a day, seven (7) days a week, as required by the EDD.		
466	The Project Manager shall be on-site in the Sacramento, California area within one (1) hour of the EDD's request.		
467	The Contractor shall provide a single point of contact specifically assigned to the EDD's EBP service through the term of the contract.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
468	The Contractor shall provide a representative to attend meetings (for example legislative hearings).		
469	The Contractor's Project Scheduler should have a minimum of five (5) years of experience using Microsoft Project 2010 or a later version.		
470	The Contractor's Project Scheduler shall work directly with the EBP Project Team.		
471	The Project Scheduler shall meet with the EBP Project Team to review the schedule variance reports and identify possible causes of variances.		
472	The following Contractor positions, at a minimum, shall be identified as key staff: • Project Manager • Technical Project Manager • Project Scheduler		
473	The Contractor's Project Manager shall respond to and address Independent Verification and Validation (IV&V) oversight project review findings.		
474	The Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of the EDD, without prior written approval of the EDD.		

P. REPORTS

State and Federal laws govern the activities of the EDD in managing UI/SDI benefit payments. The EDD relies on a large number of Management Information System (MIS) reporting requirements in its daily operations. The Contractor will be required to meet the demands for reporting. For Requirements that reference "the DED" under P, Reports, please refer to Attachment V.1.E, Description of Deliverables.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
475	The Contractor shall describe its suite of reports for EBP services to the EDD at least two weeks prior to scheduled JAD sessions.		
476	The Contractor shall provide and maintain a web browser-based reports application for the EDD users to view and print reports, and download data.		
477	The Contractor shall provide detailed definitions of data used in reports.		
478	The Contractor shall provide to EDD ongoing monthly and annual reports on security breaches of confidential information and security incidents of compromised system issues whether or not a security breach or incident has occurred.		
479	The Contractor shall make available reports identified by the EDD during end of contract transition using the reports application.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
480	The Contractor shall report time slices at least hourly, for a 24 hour period beginning at 12 am for all IVR, CSC, and Website reports.		
481	The Contractor shall have a process for archiving and restoring the EDD's EBP reports.		
482	The Contractor shall archive reports no sooner than one (1) year with data retrieval within three hours.		
483	As required by EDD, the Contractor shall report on the number of hits per web page.		
484	As required by EDD, the Contractor shall report on the number of call attempts to the IVR.		
485	As required by EDD, the Contractor shall report on the number of calls completed in the IVR by number of users, inquiry type (options) and language type.		
486	As required by EDD, the Contractor shall report on the number of blocked/incomplete calls to the IVR.		
487	As required by EDD, the Contractor shall report on the number of calls abandoned in the IVR by inquiry type (options), language type, and the IVR scripting location.		
488	As required by EDD, the Contractor shall report on the average number of minutes per completed call.		
489	As required by EDD, the Contractor shall report on the total number of minutes per calls completed.		
490	As required by EDD, the Contractor shall report on the number of unique Automatic Number Identifications (ANIs) and the frequency they are accessing the toll free number.		
491	As required by EDD, the Contractor shall report on the number of inquiries to the IVR by inquiry type (options) and language type.		
492	As required by EDD, the Contractor shall report on the number of calls to CSRs by inquiry type (options), language type, and IVR scripting location.		
493	As required by EDD, the Contractor shall report on the number of calls placed in queue to speak with a CSR by inquiry type (options) and language type.		
494	As required by EDD, the Contractor shall report on the average wait time (Average Speed of Answer) and total wait time to speak with a CSR by inquiry type (options) and language type.		
495	As required by EDD, the Contractor shall report on the average and total wait time in queue before abandoning while waiting to speak to a CSR by inquiry type (options) and language type.		
496	As required by EDD, the Contractor shall report on the number of live calls accepted by CSRs and by language type.		
497	As required by EDD, the Contractor shall report on the average and total talk time for calls answered by a CSR, by language type.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
498	As required by EDD, the Contractor shall report on the number of calls answered by the CSR without being placed in a queue by inquiry type (options) and by language type.		
499	As required by EDD, the Contractor shall report on the number of calls deflected (no available CSRs or queues are full) by total, inquiry type (options) and by language type.		
500	As required by EDD, the Contractor shall report on the number of calls abandoned while in queue by inquiry type (options) and language type.		
501	The Contractor shall report monthly on the total number of daily available CSRs.		
502	The Contractor shall provide daily aggregated data on debit card transactions including: • Date • Transaction (ATM, POS Signature, POS PIN, Teller, Electronic Payment, etc.) Percent by type • Transaction (ATM, POS Signature, POS PIN, Teller, Electronic Payment, etc.) Amount by type		
503	The Contractor shall provide Daily, Weekly and Monthly Deposit Data including: • Date • Total Amount Deposited • Total Amount Remaining • Total Amount Spent • Total Amount Transferred to Direct Deposit Accounts • Total Amount Deposited by Fund Type		
504	The Contractor will monitor Customer Service calls to ensure quality service and address Customer complaints.		
505	The Contractor shall keep logs of Customer Service calls and will categorize and report all calls in daily, weekly and monthly reports.		
506	The Contractor shall report daily aggregated data on debit card transactions including: • Date • The number of transactions processed • The number of debit cards activated • The number of new account protests • The number of resolved account protests		
507	The Contractor shall report daily aggregated data on: • The number of lost debit cards • The number of debit cards reported as stolen • The number of accounts closed due to fraud • The number of reissued debit cards		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
508	The Contractor shall provide a monthly report that would include, at a minimum, the following: • The estimated variable cost of the Contractor per monthly claimant count. • The estimated monthly fixed costs related to managing the EBP Service. • The internal rate of return percent utilized by the Contractor in financial evaluations. • The processing fees and other usage fees earned by the Contractor or its subcontractor(s) and others under this Contract. • The average amount of time from debit card issuance to activation. • The average ATM withdrawal amount. • The average POS revenue.		
509	The Contractor shall provide daily and monthly reports that substantiate the Contractor's ability to meet required Service Level Agreements.		
510	The Contractor shall provide daily reports on: • Date • Number of direct deposits and direct deposit transfers processed • Total amount deposited in Direct Deposit Accounts • Number of debit card deposits by type (UI or SDI) • Amount of debit card deposits by type (UI or SDI) • Number of alternative disbursement payments processed for those who are not qualified for debit card or direct deposit services by fund type (UI or SDI).		
511	The Contractor shall report on monthly successful payment data, including: • EDD Fund Type Identifier (i.e., UI or SDI) • Paid Date • Item Count • Amount Paid By Date • Total Amount Paid • Total Item Count		
512	The Contractor shall report in monthly exception payment data, including: • EDD Fund Type Identifier (i.e., UI or SDI) • Transmit Date • Item Count • Amount Not Paid By Date • Total Amount Not Paid • Total Item Count		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
513	The Contractor shall report daily on the number of claimants and active debit cards.		
514	The Contractor shall report daily on the number of debit cards not delivered and the corresponding claimant data.		
515	The Contractor shall report daily on the claimant demographic failed enrollments.		
516	The Contractor shall report daily on the payment rejects.		
517	The Contractor shall provide reports that will validate the Contractor's performance under the liquidated damages section of the SOW Attachment V.1.		
518	On a daily basis the Contractor shall report on the total amount held in trust (Contractor's Trust Account) pending debit card activation.		
The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.			
519	Bidders should describe all reports that will validate the Bidder's performance under the liquidated damages section of the SOW Attachment V.1.		

Q. SECURITY

The EDD assesses security controls against NIST standards. Security standards utilized by the contractor must be commensurate, or exceed, minimum security controls for a moderate system as defined in NIST SP 800-53, Rev. 4.

The Contractor's security certification, security accreditation, or security audit must be equivalent or superior to accreditation under NIST guidelines.

The Contractor will comply with all applicable Federal and State laws and regulations governing identity and privacy protections.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
520	As required by EDD, the Contractor shall provide for review and approval a Security Plan in accordance with the DED (CA specific) according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
521	The Contractor shall provide a Security Plan that describes compliance of security control requirements.		
522	The Contractor shall provide, for review and approval to the EDD, changes to the Security Plan as may be required by law or by changes in the standards governing its Security Plan, or for the purpose of improving risk management.		
523	The Contractor shall document and make available to the EDD, its process for verifying the identity of claimants.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
524	The Contractor shall provide testing-preproduction interfaces that meet the same security requirements as production.		
525	The Contractor shall restrict access to EDD confidential data to authorized staff on a need to know basis.		
526	The Contractor's processes to destruct confidential data must at least be as secure as those defined in NIST SP 800-53 Rev. 4.		
527	The Contractor shall provide an annual briefing to the EDD on the overall California EBP security system (i.e., California, commercial, and Contractor components) specifying, at a minimum: • New threats identified • New security-related laws, regulations, or standards that must be met by the service.		
528	The Contractor shall transmit and receive encrypted confidential data to and from the EDD over either a secure private connection or public network protected by strong encryption in accordance with FIPS 140-2 standards.		
529	The Contractor shall work with the EDD to ensure transmissions shall be mutually authenticated with a strong authentication method.		
530	The Contractor shall inform the EDD pursuant to the procedures set forth in Exhibit D upon detection of incidents or security breach exposures of EDD confidential information that may have compromised an individual's confidential information or the integrity and/or the secure delivery of the EBP services.		
531	The Contractor shall identify the responsible person/unit and provide contact information for the coordination of Disaster Recovery and incident response.		
532	The Contractor shall inform the EDD of actions taken or to be taken daily, as a result of each disclosure and/or incident that has compromised the integrity of the EDD's confidential information and/or secure delivery of EBP services, and ending when all actions are completed.		
533	The Contractor's incident information shall include but not be limited to: the initial steps taken to isolate and contain the breach, detailed reporting including a root cause analysis, a corrective action plan, and reports for progress of mitigation actions being taken.		
534	When an incident involving unauthorized disclosure and/or a security breach that involves personally identifiable information, the Contractor shall report the plan for security breach notifications. The disclosure notifications shall be made in the most expedient time possible and without unreasonable delay as defined under the CA Civil Code §1798.29.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
535	The Contractor shall safeguard confidential information for authorized personnel by: • Monitoring and supervising limited access to confidential information. • Informing employees, contractors and subcontractors of the sanctions specified by CA laws (e.g. Information Practices Act of 1977, CUIC, Penal Code) for unauthorized disclosure of confidential information.		
536	~~The Contractor's processes to destruct confidential data must at least be as secure as those defined in NIST SP 800-53, Rev. 4.~~		
537	The Contractor shall secure access to the administrative application in normal and disaster recovery situations using access control, authentication methods, and encryption.		
538	The Contractor shall be able to support new information to verify claimant identity when provided by the EDD.		
539	The Contractor shall implement IP address restrictions to limit data transfers from only designated EDD network addresses.		
540	The contractor shall ensure that staff are required to take Privacy and Information Security training before access to EDD data is granted and annually thereafter.		
541	The Contractor shall ensure adequate auditing capacity and that audit data is available for all services in order to provide the EDD with information needed to recreate transactions, a user's activity, or any access made to specific data/accounts.		
542	The Contractor shall provide audit data to EDD upon demand.		
543	The Contractor shall retain audit logs for a minimum of seven years.		
The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.			
544	Bidders should describe how services shall be secured. Responses should address, at a minimum, access control, authentication methods, auditing, monitoring (data and file transfer, application) and encryption.		
545	Bidders should describe how they will ensure maximum availability for EBP services.		

R. TESTING

The purpose of testing is to ensure each component and interface between components, and the service as a whole, functions as designed. The EBP service will be tested in stages to keep the number of variables to a minimum in both the application and test environment for each stage of testing. Testing starts with the evaluation of the

simplest element, and progresses to testing of the full EBP service in the production-equivalent environment.

The types of testing to be conducted include:

- Unit – Testing of small groups of modules that are functionally related.
- Interface – Testing of each EBP service interface.
- Integration – Testing of major functional areas and workflows using basic business cases.
- System Testing – EDD conducted testing of all business workflows.
- User Acceptance – EDD conducted testing of all business workflows to determine whether or not to accept a service.

Prior to initiation of testing activities, the Contractor will conduct a functional demonstration of planned system functionality.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
546	As required by EDD, the Contractor shall develop and submit for approval a Master Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
547	" As required by EDD, the Contractor shall abide by IEEE Standards 829-1989 for software testing using an EDD approved tool and/or method and in accordance with the DED as described in Attachment V.1. E, Description of Deliverables~~As required by EDD, the Contractor shall abide by IEEE Standards 829-1989 for software testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.~~		
548	As required by EDD, the Contractor shall be responsible for building test plans, executing test plans, and creating quality reports in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
549	As required by EDD, the Contractor shall provide its test plans and test results to the EDD for evaluation and validation, and to augment it with the EDD's own testing.		
550	As required by EDD, the Contractor shall provide the EDD with an escalation process for communication and data processing issues throughout preproduction test phases in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
551	The Contractor shall maintain testing environments which include adequate infrastructure to support Unit Testing, Interface Testing, Integration Testing, System Testing, Performance Testing, and User Acceptance Testing.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
552	The Contractor shall create and maintain separate development, test, preproduction, and production environments.		
553	The Contractor shall perform development and testing in secure non-production environments.		
554	The Contractor shall maintain the ability, during all phases of testing, to accept and send files and data containing dates other than the current date.		
555	The Contractor shall maintain, during all phases of testing, the ability to change system date and time as necessary (past or future).		
556	The Contractor shall maintain the ability, during all phases of testing, to save, restore, and reuse established test data in coordination with the EDD.		
557	The Contractor shall delete or obfuscate protected test data (e.g., confidential and personal information, name, SSN, address, date of birth, telephone number) if used in manuals, training materials, research applications, etc.		
558	The Contractor shall make staff available to the EDD during the course of pre-production testing to answer any questions and/or address any problems that may arise.		
559	The Contractor shall complete all testing activities prior to the agreed implementation date.		
560	The Contractor shall coordinate testing (data and scenarios) with the EDD for multiple session dates between the Contractor and the EDD.		
561	The Contractor shall provide test results based on Pacific standard time to the EDD following the completion of each test within a timeframe agreed upon by the Contractor and the EDD.		
562	The Contractor shall permit the EDD access to any of the test environments established for this effort, during business hours for a minimum of four (4) hours per week.		
~~563~~	~~The Contractor shall abide by IEEE Standards 829-1989 for software testing using an EDD approved tool and/or method.~~		
564	The Contractor shall measure and establish baseline performance (data file transfer) metrics using the current load.		
565	As required by EDD, the Contractor shall provide to the EDD a report of performance measures of the data transfer rate.		
566	The Contractor shall resolve any defects found during testing in accordance with the Master Test Plan.		
567	As required by EDD, the Contractor shall conduct testing on EBP interfaces.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
568	The Contractor shall review Interface Test Plan details with the EDD and receive the EDD's approval to proceed prior to conducting the planned initial testing for each interface.		
569	The Contractor shall develop Test Scripts for interface testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
570	The Contractor shall participate in testing debriefs with the EDD after Interface Testing.		
571	As required by EDD, the Contractor shall conduct integration testing of the EBP service.		
572	The Contractor shall provide an Integration Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
573	The Contractor shall develop Test Scripts for integration testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
574	The Contractor shall review the Integration Test Plan details with the EDD and receive the EDD's approval to proceed prior to conducting the planned testing.		
575	The Contractor shall conduct integration testing in a test environment that simulates the production environment with scripted data, business scenario inputs, and interfaces.		
576	The Contractor shall participate in testing debriefs with the EDD after Integration Testing.		
577	The Contractor shall participate in EDD-conducted, end-to-end System Testing of the EBP service.		
578	The Contractor shall provide a System Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
579	The Contractor shall provide a testing environment for the EDD's System Testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
580	The Contractor shall successfully complete interface testing and integration testing prior to System Testing the EBP service.		
581	The Contractor shall provide on-site staff, as requested by the EDD, at the EDD Central Office in Sacramento, CA to assist the EDD's staff with system testing coordination.		
582	The Contractor shall participate in testing debriefs with the EDD after System Testing.		
583	The Contractor shall conduct Performance Testing on the EBP service using an EDD approved Load / Stress Testing Tool and/or method.		
584	The Contractor shall provide a Performance Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
585	The Contractor shall successfully complete integration and system testing prior to initiating Performance Testing.		
586	The Contractor shall provide to the EDD documentation of the results of Performance Testing.		
587	The Contractor shall participate in testing debriefs with the EDD after Performance Testing.		
588	The Contractor shall participate in EDD-conducted User Acceptance Testing of the EBP service.		
589	The Contractor shall provide a User Acceptance Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
590	The Contractor shall provide a testing environment for the EDD's User Acceptance Testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
591	The Contractor shall successfully complete Interface Testing, Integration Testing, System Testing, and Performance Testing prior to the User Acceptance Testing of the EBP service.		
592	The Contractor shall provide on-site staff, as requested by the EDD, at the EDD Central Office in Sacramento, CA to assist the EDD's staff with User Acceptance Testing coordination.		
593	The Contractor shall provide to the EDD documentation of the results of User Acceptance Testing.		
594	The Contractor shall participate in testing debriefs with the EDD after User Acceptance Testing.		
595	The Contractor shall complete User Acceptance Testing prior to live implementation.		

S. TRAINING

To facilitate an understanding of the EDD, its systems and processes, and its needs, the Contractor will be required to attend a series of overview sessions. Once the Contractor has been trained, the Contractor is then responsible for training its staff and providing copies of overview material.

The Contractor will also be expected to provide initial training to the EDD staff at no cost to the EDD. In scoping the training requirements for the EDD staff, Bidders should consider the following:

- Training required for the Contractor's Administrative Application console.
- Training required for any program changes.
- Each employee does not need to be trained by the Contractor.

The EDD believes training for trainers (T-for-T) and the availability of computer-based training (CBT) will satisfy staff training needs. The T-for-T training should include discussions on:

- EBP service functionality.
- Reports and problem tracking systems and processes.
- Fraud investigation functionality.
- Settlement and reconciliation.
- User access for Administrative Application console
- Suggested training structure for the EDD's staff.
- Direction for EDD staff to direct cardholders to the Contractor for assistance.

Those who attend T-for-T would, in turn, provide training as the business need is identified based on information received at the T-for-T session.

On an ongoing basis, the EDD will be responsible for training its staff on EBP and the use of the Administrative Application. To support these activities, the Contractor will be responsible for keeping its manuals and help tools current as changes or enhancements are made.

For ongoing training and to supplement training during transition, the EDD seeks a training presentation and CBT.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
596	The Contractor shall send the three (3) key staff and others the Contractor deems appropriate, up to a maximum of 50 people, to attend a series of EDD overview sessions.		
597	The selected Contractor staff shall attend the overview sessions which will be scheduled within ten (10) business days of contract execution in the Sacramento, California area.		
598	The Contractor shall be responsible for providing an EDD overview to the Contractor's new hires or additional staff.		
599	The Contractor shall be responsible for providing copies of the EDD's overview materials to the Contractor's new hires or additional staff.		
600	The Contractor shall develop a Training Plan for the EDD staff in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
601	The Contractor shall be responsible for preparing and providing T-for-T on the EBP services provided by the Contractor such as, administrative application functions, fraud investigation functionality, reports and problem tracking, user access for the EDD's staff, and claimant access and services.		

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
602	The Contractor shall provide hands-on T-for-T of the EBP services for the EDD staff at no cost to the EDD.		
603	The Contractor shall provide T-for-T of the EBP services in regions determined by the EDD. The EDD anticipates these regions to be Sacramento, the Bay Area, Fresno, Los Angeles, Orange County, and San Diego.		
604	The Contractor shall complete all T-for-T classes prior to implementation, but no sooner than one (1) month prior to implementation.		
605	The Contractor T-for-T of EBP services shall be coordinated with the EDD regarding the length of training and the specific hours.		
606	The Contractor shall provide copies of all T-for-T materials for approval by the EDD no later than two (2) months prior to implementation.		
607	The Contractor shall conduct ongoing T-for-T sessions as the EBP service changes or enhancements are made.		
608	The Contractor's ongoing T-for-T sessions shall be provided as specified in the Training Plan.		
609	The Contractor's training materials shall describe the most common individual claimant account issues the Contractor has documented in similar types of contracts.		
610	The Contractor shall provide copies of all T-for-T materials to participants in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
611	The Contractor shall coordinate with the EDD to locate, schedule, and secure training facilities for T-for-T sessions.		
612	The Contractor shall develop a detailed Administrative User's Guide and the associated glossary, narratives, and query definitions in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.		
613	The Contractor shall conduct knowledge transfer with key EDD staff throughout the contract term.		

ATTACHMENT V.3
FEE SCHEDULE

The EDD is interested in its claimants receiving their electronic benefit payments at no cost to claimants or the EDD. Evaluation of Cardholder fees/surcharges shall constitute a major portion of the evaluation. The Bidder shall indicate the services that will have an associated Cardholder surcharge and/or fee, including the timing and circumstances under which each Cardholder surcharge and/or fee is assessed.

The Bidder shall complete the following Fee Schedule and submit with their proposal. Bidders should complete the Fee Schedule below and submit with their proposal in Volume III in a separately sealed, marked envelope as instructed in Section VIII PROPOSAL FORMAT.

The Bidder shall not charge any fees/surcharges to cardholders that are not included and submitted on the Fee Schedule with their proposal. The ***format*** of the Fee Schedule cannot be modified or altered in any way.

The transactions in the Fee Schedule are grouped into three levels. The levels are prioritized based on the greatest value to the EDD's claimants. Level One Transactions represent those transactions that have the greatest value or occur most frequently. Level Two Transactions represent those transactions that have a lesser value or occur less frequently than Level One Transactions. Level Three Transactions represent those transactions that have the least value to the EDD's claimants. A description of each column heading is below:

Column A:	Transaction Description
Column B:	Indicates the minimum service the Bidder is expected to meet.
Column C:	Bidder must indicate if applicable surcharges will apply.
Column D:	Bidder may indicate additional services the Bidder intends to offer in order to be awarded points. Must include volumes and charges where applicable.
Column E:	Bidder must indicate agreement to minimum requirement (Y = pass, N = fail).
Column F:	This column indicates whether the transaction will be evaluated pass/fail or awarded points.
Column G:	Bidder may indicate an alternative offer. The offer may or may not qualify for additional points.
Column H:	Bidder may include comment.


ebp
electronic
Benefit Payments

A		B	C	D	E	F	G	H
	Transaction Description	Bidder Minimum Required Service	ATM Owner May Apply Surcharge (Y/N)	Bidder Offer	Bidder Agrees to Minimum required (Y/N)	Evaluation (P/F or Points)	Bidder Alternative Offer (May not qualify for evaluation)	Bidder Comment (Indicate if Service not available)
	Level One Transactions							
1	ATM Balance Inquiry @ in-network ATMs	$0.00 – unlimited per deposit	N/A	N/A		P/F		
2	ATM Balance Inquiry @ all other ATMs	2 free inquiries per deposit				Points		
3	ATM Cash Withdrawals @ in-network ATMs	$0.00 – unlimited per deposit	N/A	N/A		P/F		
4	ATM Cash Withdrawals @ all other ATMs	2 free withdrawals per deposit				Points		
5	ATM/POS Denied Transactions	$0.00 – unlimited per deposit	N/A	N/A		P/F		
6	POS Debit (PIN)	$0.00 – unlimited per deposit	N/A	N/A		P/F		
7	POS Debit (Signature)	$0.00 – unlimited per deposit	N/A	N/A		P/F		
8	Teller cash withdrawals at any in-network branch	$0.00 – unlimited per deposit	N/A	N/A		P/F		
9	Teller cash withdrawals at any MasterCard/Visa member branch	1 free withdrawal per deposit	N/A			Points		
10	Direct Deposit Transfer from Debit Card	$0.00 – unlimited per deposit	N/A			P/F		
11	Modify direct deposit transfer	$0.00 unlimited per deposit				P/F		
12	ACH Transfer Direct Deposit	$0.00 unlimited				P/F		

A		B	C	D	E	F	G	H
Transaction Description		Bidder Minimum Required Service	ATM Owner May Apply Surcharge (Y/N)	Bidder Offer	Bidder Agrees to Minimum required (Y/N)	Evaluation (P/F or Points)	Bidder Alternative Offer (May not qualify for evaluation)	Bidder Comment (Indicate if Service not available)
13	Change payment card to Initiate/ modify direct deposit	$0.00 unlimited				P/F		
14	Charge to initiate or terminate direct deposit	$0.00 unlimited				P/F		
15	PIN Changes – Web/IVR/CSR	$0.00 unlimited	N/A	N/A		P/F		
16	Web customer service functions	$0.00 unlimited	N/A	N/A		P/F		
17	IVR Customer Service	$0.00 unlimited	N/A	N/A		P/F		
18	Live operator Customer Service	Minimum two free per deposit	N/A			Points		
19	Live operator Customer Service-Dispute resolution calls	$0.00 unlimited	N/A	N/A		P/F		
Level Two Transactions								
20	Account Enrollment	$0.00 per enrollment	N/A	N/A		P/F		
21	Monthly Paper Statement-Mailed	$0.00 per statement	N/A	N/A		P/F		
22	Monthly Account Statement-Expedited Delivery	No minimum defined	N/A			Points		
23	Monthly Account Statement-Online	$0.00 per statement	N/A			P/F		
24	Paper Statement – Archived Retrieval	No minimum defined	N/A			Points		
25	Monthly Maintenance Fee	$0.00 per month	N/A	N/A		P/F		
26	Replacement Cards	Minimum 2 per year at No Charge	N/A			Points		
27	Additional Cards issued to family members or authorized representatives	Minimum 1 per account owner per year at no cost	N/A			Points		

A		B	C	D	E	F	G	H
	Transaction Description	Bidder Minimum Required Service	ATM Owner May Apply Surcharge (Y/N)	Bidder Offer	Bidder Agrees to Minimum required (Y/N)	Evaluation (P/F or Points)	Bidder Alternative Offer (May not qualify for evaluation)	Bidder Comment (Indicate if Service not available)
28	Re-issue of expired card with balance in account	No charge on re-issue if funds remain in account	N/A	N/A		P/F		
29	Expedited Card Delivery Requests	No minimum defined	N/A			Points		
30	Overdrawn Account	No interest or fee charged for overdrawn account	N/A	N/A		P/F		
31	Maintenance of Inactive Accounts	Minimum 12 months free of charge	N/A			Points		
Level Three Transactions								
32	Legal Process	$0.00 unlimited	N/A	N/A		P/F		
33	Check Issuance to close Account	No minimum defined	N/A			Points		
34	International ATM Withdrawal	No minimum defined				Points		
35	International ATM Balance Inquiry	No minimum defined				Points		
36	Currency Conversion	No minimum defined	N/A			Points		
37	Revertment Mailing	No Minimum defined	N/A			Points		
38	Email or Wireless alerts	No minimum defined	N/A			Points		
39	Online Bill Pay	No Minimum defined	N/A			Points		
Additional Bidder Defined Services								
40								
41								
42								
43								

	A	B	C	D	E	F	G	H
	Transaction Description	Bidder Minimum Required Service	ATM Owner May Apply Surcharge (Y/N)	Bidder Offer	Bidder Agrees to Minimum required (Y/N)	Evaluation (P/F or Points)	Bidder Alternative Offer (May not qualify for evaluation)	Bidder Comment (Indicate if Service not available)
44								
45								
46								
47								
48								

ATTACHMENT V.4
ATM LOCATION FILE REQUIREMENTS

The Bidder shall provide three ATM location data files; one each as outlined below:

- California – All in-network (no fee and non-surcharge) ATMs located within California
- National – All in-network (no fee and non-surcharge) ATMs located within the United States and its territories.
- International – All in-network ATMs located internationally

The files shall be submitted on a CD or DVD and clearly labeled "ATM Location Files" and included with Volume II EBP Service ~~Technical~~ Proposal as outlined in Section VIII PROPOSAL FORMAT. The acceptable file format is either a Comma Separated Value (CSV) file or Shapefile as defined below:

File Type	Description	Extension	Notes/Reference
Comma Separated Values (CSV)	A delimited text file, which uses a comma to separate values.	.csv	If file is provided in this format, metadata must be included that will detail, at a minimum, the date of the data, and the geographic projection used in the geocoding process.

File Type	Description	Extension	Notes/Reference
Shapefile	A vector data storage format for storing the location, shape, and attributes of geographic features. A shapefile is stored in a set of related files and contains one feature class. Shapefiles are a simple, nontopological format for storing the geometric location and attribute information of geographic features. The shapefile format defines the geometry and attributes of geographically referenced features in three or more files with specific file extensions that should be stored in the same project workspace. For this purpose, the shp, shx, dbf, prj and xml are required.	.shp—The main file that stores the feature geometry. Required. .shx—The index file that stores the index of the feature geometry. Required. .dbf—The dBASE table that stores the attribute information of features. Required. There is a one-to-one relationship between geometry and attributes, which is based on record number. Attribute records in the dBASE file must be in the same order as records in the main file. .prj—The file that stores the coordinate system information. Required. .xml—Metadata —stores information about the shapefile. Other file types may also be included with the shapefile.	http://webhelp.esri.com/arcgisdesktop/9.2/index.cfm?id=2733&pid=2731&topicname=Shapefile_file_extensions

The required data elements for each file are outlined below:

Item/Attribute	Description	Format	ATM Dataset Requirements		
			California	National	International
Location_ID	Unique numerical identifier of ATM	XXXXX	Y	Y	Y
Street_Address	A designation of the location of the ATM, consisting of numerical and text elements such as a street number, street name, and city arranged in a particular format.		Y	Y	Y
City	A designation of the location of the ATM city.		Y	Y	Y
State	A designation of the location of the ATM state.	XX	Y	Y	N
Zip	Acronym for zone improvement plan code. A five-digit code that identifies the geographic delivery area served by an individual post office or metropolitan area delivery station.	XXXXX	Y	Y	N

Item/Attribute	Description	Format	ATM Dataset Requirements		
			California	National	International
Zip+4	An enhanced ZIP Code that consists of four additional digits that identify a specific geographic segment within the five-digit delivery area, such as a city block, office building, or other unit.	XXXX	Y	Y	N
County	The primary legal subdivision of all U.S. states except Alaska and Louisiana. The U.S. Census Bureau uses counties or equivalent entities (boroughs in Alaska, parishes in Louisiana, the District of Columbia in its entirety, and municipios in Puerto Rico) as statistical subdivisions.		Y	Y	N
24_hours	ATM location that is accessible 24 hours per day	Y	Y	Y	N
Accessible	ATM location that complies with wheelchair accessibility requirements of Americans with Disabilities Act (ADA) of 1990 and Title 24 of the California Code of Regulations.	Y	Y	Y	N
Latitude	The angular distance , measured in degrees north or south of the equator. Expressed in Decimal Degrees to an accuracy of six decimal places.	XX.XXXXXX	Y	Y	Y
Longitude	The angular distance, measured in degrees east or west of the Greenwich prime meridian. Expressed in Decimal Degrees to an accuracy of six decimal places.	XXX.XXXXXX	Y	Y	Y

Item/Attribute	Description	Format	ATM Dataset Requirements		
			California	National	International
State_Province_County	A designation of the location of the International ATM state, province or county.		N	N	Y
Country	A designation of the location of the International ATM country.		N	N	Y
Postal_Code	A series of letters or numbers, or both, in a specific format, used by the postal service of a country to divide geographic areas into zones in order to simplify delivery of mail.		N	N	Y

ATTACHMENT V.5

EBP DELIVERABLE EXPECTATION DOCUMENT

(Insert Deliverable Name Here)

Project Number	EDD RFP #XXXXX	**Version Submittal Date**	
Version		**DED Author**	
Project Name	Electronic Benefit Payments Project	**Project Criticality Rating (High, Medium, Low)**	
Controlling IT Division		**Project Sponsor**	
Program Branch		**Project Managers**	
Reference #		**Document Expected Delivery Date**	
Deliverable Name		**DED Expected Approval Date**	
Deliverable Author		**DED Approval Date**	
Deliverable Format (Identify office program used and method of delivery)	Example: MS Word (Paper & Electronic)	**Number of Copies**	

Scope/Contents:
The purpose of the (enter Deliverable Name) is to provide (enter specific information of what is to be accomplished with this DED).
The scope of the (enter Deliverable Name) is described in the Table of Contents, shown below.

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APPENDIX A – IMPACT ANALYSIS AND CHANGE REQUEST FORM

SAMPLE LANGUAGE

Approach:

The (enter Deliverable Name) will be created by (enter Vendor Name), following the DED, once approved.

Specifications:

Requirement Number	Requirement Description	Contractor/EDD Response to Requirement

The delivery of and acceptance of the (enter Deliverable Name) by the EDD will constitute satisfaction of Requirements (list requirement # in sequential order).

References:

1. EDD RFP #XXXXX
2. (Vendor Name) Response to RFP #XXXXX

Risk/Impact Areas:

Risk or Issue	Risk / Issue Identifier	Risk / Issue / Impact Description

Quality Assurance Considerations:

Suggested Reviewers:

Suggested reviewers include:

Agency	Title	Name
EDD	Project Director	
EDD	Project Manager	
Vendor Name	Project Manager	
Vendor Name	Technical Project Manager	
Vendor Name	Project Scheduler	

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The scope of the deliverable as outlined in the Table of Contents will be inserted here.

SECTION VI
REVENUE SHARE MODEL

A. INTRODUCTION

In determining the best value to UI/SDI claimants and the State, the EDD will be evaluating bidder proposals based on the opportunity for the EDD to realize revenues. This section of the RFP provides the template for bidders to propose their Revenue Share Model supported by interchange fees.

ATTACHMENT VI.1
REVENUE SHARE

Revenue Share

The EDD must adopt a service that will assist in offsetting program costs associated with managing the UI and SDI programs by sharing a portion of the Interchange Fees earned by the contractor and/or its subcontractors, and not fees paid by the claimants. The proposed revenue share must comply with requirements of any state, federal or financial industry regulation. A response to this section of the RFP is required. Failure to include a revenue share figure will be a material deviation and the bid will be rejected.

Bidders shall complete the Revenue Share Model below with their proposed amounts and submit with their proposal in Volume III Revenue Share Model in a separately sealed, marked envelope as instructed in Section VII PROPOSAL FORMAT.

Bidder's Proposed Revenue Share

Average Collected Daily Balance (ACDB) in the SDI and UI trust account times 50% of the Targeted Federal Funds Rate (TFFR) divided by 365 [or 366 in leap years] times the number of days in the month [ACDB x (TFFR x .50) ÷ by 365 [or 366 in leap years] x ## of days in the month].

There will be a floor of [***Bidder insert***] basis points if 50% of the TFFR is less than the floor basis points for that month's calculation. Revenue Share shall be paid to EDD monthly by the fifth business day of the calendar month for the previous month's revenue.

During the contract term, the TFFR as set by the Federal Open Market Committee (FOMC) may be replaced with another published index if the EDD and Contractor mutually agree to this change.

SECTION VII
PROPOSAL FORMAT

A. INTRODUCTION

The proposal must be organized to correspond with the order of requirements and formats set forth in this RFP. The proposal should be clear, concise, and complete. All information must be contained in the proposal to be considered responsive. No assumptions will be made by the EDD regarding the intent of the Bidder in the submitted proposal. Written Proposals must be organized in a manner to facilitate ease of review by evaluators.

The following instructions prescribe the mandatory proposal format and the approach for the development and presentation of data. Format instructions must be adhered to, mandatory requirements and questions in the RFP shall be responded to, and mandatory data must be supplied. Proposals not providing mandatory information may be rejected.

B. PROPOSAL FORMAT AND CONTENT

The complete bid must be submitted in the number of copies indicated and include the following items:

1. Volume I – EBP Service Proposal: Narrative, Statement of Work Acknowledgment, Response to Section IV, Administrative Requirements, and Response to Section V, EBP Services Requirements – (1 master, 7 copies, and 1 copy on CD)

This volume must contain the following documents:

1) The Bidder's narrative description of their services.
2) Administrative Requirements package, which must include all documents listed in Section IV ADMINISTRATIVE REQUIREMENTS of the RFP.
3) An acknowledgement of ATTACHMENT V.1 – STATEMENT OF WORK.
4) Responses to ATTACHMENT V.2 – EBP SERVICES REQUIREMENTS.
5) Response to ATTACHMENT V.4 – ATM LOCATION FILE REQUIREMENTS.
~~4)~~6) PROOF OF PCI DSS CERTIFICATION.

To provide acknowledgement of ATTACHMENT V.1 - STATEMENT OF WORK – the Bidder shall remove, print, or photocopy this section with the exact verbiage from the RFP. The Bidder shall not respond to information presented in Section V Part F Operational Environment.

The Bidder must provide responses to each requirement in the designated column in Attachment V. 2. The responses to Attachment V.2 should be in the sequential order as described in Attachment V. 2. In each requirement table, the column

"Bidder Agrees (Y/N)" is for the Bidder to respond. The Bidder must respond "Yes" or "No" to each requirement in order to be considered responsive. The Bidder shall only include comments if the response is "No." If the Bidder responds "Yes," the comments column must remain blank.

The Bidder's response to ATTACHMENT V.2 - EBP SERVICES REQUIREMENTS – SCOREABLE must reference the unique requirement number in the RFP. It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the Evaluation Team to easily locate response descriptions and exhibits for the corresponding requirement of this RFP.

2. **Volume II – Fee Schedule – (1 master, 7 copies, and 1 copy on CD)**
This volume must be submitted under separate, sealed cover and clearly marked "FEE SCHEDULE" as described in ATTACHMENT V.3 FEE SCHEDULE of the RFP. The Fee Schedule contains both Pass/Fail and Scoreable requirements. A separate template is provided; the Bidder must complete Columns C, D, and E, as applicable, for each requirement to be considered responsive.

   The Bidder may include additional services in the area identified as "Additional Bidder Defined Services." THESE ADDITIONAL SERVICES WILL NOT BE SCORED.

3. **Volume III –Revenue Share Model and CD – (1 master, 7 copies, and 1 copy on CD)**

   This volume must be submitted under separate, sealed cover and clearly marked "REVENUE SHARE" as described in ATTACHMENT VI.1 – REVENUE SHARE. A separate template is provided; the Bidder must complete their offer in the blank space in order to be considered responsive.

   BIDDERS MAY PROPOSE ALTERNATE REVENUE SHARE MODELS, BUT THEY WILL NOT BE EVALUATED AND SCORED.

   IMPORTANT: No Revenue Share or Fee Schedule data should be included in the Proposal that is not separately sealed so as not to influence any member of the Evaluation Team. **Including Revenue Share or Fee Schedule information in Volume I of the proposal may be cause for rejection.**

SECTION VIII
EVALUATION

A. INTRODUCTION

This section defines the process for the evaluation of the Bidder's Proposal as detailed in Attachment V.2 STATEMENT OF WORK – EBP SERVICE REQUIREMENTS, Section IV – ADMINISTRATIVE REQUIREMENTS, and Section VI REVENUE SHARE MODEL of this RFP. This section documents the procedures to be used to ensure that Contractor selection provides the best EBP service at the least cost to the EDD's claimants. The evaluation process is comprised of a thorough review of each proposal to validate the inclusion of the mandatory components defined later in this section. Proposals that do not comply with the mandatory components will be deemed non-responsive and may be excluded from further consideration by the EDD.

B. RECEIPT

Each proposal will be date and time marked as it is received and verified that all responses are submitted under an appropriate cover, sealed and properly identified. Unsealed proposals will be rejected. The proposals will be checked for the presence of proper identification and the required information in conformance with the proposal submittal requirements of this RFP. Absence of required information may deem the proposal nonresponsive and may be cause for rejection.

C. EVALUATION

EBP services will be evaluated in four phases:

1. **Phase One** will consist of evaluating the (Pass/Fail) components of the Administrative Requirements. If bids meet the Phase One Requirements, then bids will move forward to the next phase.

   The Evaluation Team will check each proposal to determine its conformance to the Administrative Requirements. If a proposal fails to meet a requirement, the EDD will determine if the deviation is material as defined in Section II RULES GOVERNING COMPETITION. Any material deviation will be cause for rejection of the proposal and the proposal will not proceed to the subsequent phase. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be examined to determine if the deviation will be accepted. If accepted, the proposal will be processed as if no deviation had occurred.

   The Evaluation Team will check each proposal to determine its conformance to the SOW Acknowledgement Attachment V.1. If a proposal fails to meet a requirement, the EDD will determine if the deviation is material as defined in Section II RULES GOVERNING COMPETITION. Any material deviation will be cause for rejection of the proposal and the proposal will not proceed to the

subsequent phase. A deviation, if not material, may be waived by the State. If waived, the proposal will be processed as if no deviation had occurred.

2. **Phase Two** will consist of meeting the SECTION V. 2 – EBP SERVICES REQUIREMENTS. These Requirements are either Mandatory Pass/Fail (P/F) or Desirable Scoreable.

   The Evaluation Team will check each proposal to determine its conformance to ATTACHMENT V.2 – EBP SERVICES REQUIREMENTS – PASS/FAIL. If a proposal fails to meet a mandatory requirement, the EDD will determine if the deviation is material as defined in Section II RULES GOVERNING COMPETITION. Any material deviation will be cause for rejection of the proposal and the proposal will not proceed to the subsequent phase. A deviation, if not material, may be waived by the State. If waived, the proposal will be processed as if no deviation had occurred.

   The Evaluation Team will check each proposal to determine its conformance to the ATTACHMENT V.2 – EBP SERVICES AGREEMENTS – SCOREABLE. The Bidder is encouraged to provide responses to Desirable scoreable requirements. Proposals containing the scoreable components will be awarded points based on Section VIII D.1 Technical Scoreable.

   If proposals meet the Phase Two requirements, then proposals will move forward to the next phase.

3. **Phase Three** will consist of opening Volume II – FEE SCHEDULE Section V PROPOSED ELECTRONIC BENEFIT PAYMENT SERVICE. Fee Schedule Requirements are mandatory, and are either Pass/Fail (P/F) or Scoreable.

   The Evaluation Team will check each proposal to determine its conformance to the Pass/Fail (P/F) requirements in ATTACHMENT V.3 – FEE SCHEDULE. If a proposal fails to meet a requirement, the EDD will determine if the deviation is material as defined in Section II RULES GOVERNING COMPETITION. Any material deviation will be cause for rejection of the proposal and the proposal will not proceed to the subsequent phase. A deviation, if not material, may be waived by the State. If waived, the proposal will be processed as if no deviation had occurred.

   The Evaluation Team will check each proposal to determine its conformance to the scoreable requirements in ATTACHMENT V.3 – FEE SCHEDULE. Any proposal not containing the scoreable components may be rejected depending on the State's decision of whether or not the deviation is material in nature. Proposals containing the scoreable components will be awarded points based on Section VIII D.2 Fee Schedule.

   Only proposals that are awarded a minimum score of 70% of the total available Technical points will have their Section VI REVENUE SHARE MODEL proposals evaluated in the next phase.

4. **Phase Four** will consist of opening Section VI REVENUE SHARE MODEL proposals. Any bidding preferences or incentives claimed will be verified and applied at this time and the adjusted revenue (incorporating preferences) will be considered in the final score.

   Proposals will not have their sealed revenue share envelopes opened until the EDD has evaluated and scored the administrative and technical submission. Revenue Share Model proposals will only be opened for proposals that have passed Phase One, Phase Two, and Phase Three of the Evaluation procedures.

   The required Revenue Share Model worksheet will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section II RULES GOVERNING COMPETITION.

5. **Selection**

   Final selection will be on the basis of receiving the highest total points among the Technical Scoreable, Fee Schedule, and Revenue Share points received, including applicable preferences (e.g., small business). The EDD reserves the right at any time to reject any or all proposals or declare all proposals a "draft."

   In the event of an overall scoring tie between two (2) or more Bidders, the Evaluation Team will use the following process:

   a. If there is overall scoring tie (EBP Services Requirements & Revenue Share) between two or more Bidders, then the Bidder with the most points on the Attachment V. 3 FEE SCHEDULE will be selected.
   b. If there is a tie between two or more Bidders on the overall score for the ATTACHMENT V. 3 FEE SCHEDULE, then the Bidder with the most points on the Attachment V. 3 FEE SCHEDULE Level One Transactions will be selected.
   c. If there is a tie between two or more Bidders on the overall score of ATTACHMENT V.3 FEE SCHEDULE Level One Transactions, then the Bidder with the most points on the ATTACHMENT V.3 FEE SCHEUDULE Level Two Transactions score will be selected.
   d. If there is a tie between two or more Bidders on the overall scores of ATTACHMENT V. 3 FEE SCHEDUEL Level Two Transactions, then the Bidder with the most points on the overall Technical score will be selected.
   e. If there is a tie between two or more Bidders on the overall Technical score, then the Bidder with the most points on the Revenue Share will be selected.
   f. If there is still an overall scoring tie between two or more Bidders, then the tie will be broken through a coin toss.

6. Evaluation Criteria

For evaluation purposes, certain requirements have been designated as scoreable requirements and will be scored in accordance with the criteria contained herein. A material deviation on a mandatory requirement whether or not it is scored may result in disqualification of the proposal.

D. SCORING METHODOLOGY AND POINT VALUES FOR CATEGORIES

Proposals are evaluated on Pass/Fail (P/F) as well as Scoreable criteria. The proposal with the highest total points is the winning proposal. Pass/Fail requirements that are failed may be cause for rejection of the total bid.

1. Technical Scoreable

Technical Scoreable requirements are awarded points based on the criteria in the table below.

PERCENTAGE OF TOTAL POINTS AVAILABLE	VALUE	DESCRIPTION
0%	**Nonresponsive**	The proposal response does not address the requirement; no response was found in the proposal.
10%	**Not Acceptable**	The proposal response does not indicate an understanding of the requirement or an approach to meet the requirement.
70%	**Meets**	The proposal response fully addresses the requirement; the response demonstrates an understanding of the requirement; and, there is an acceptable degree of confidence in the Bidder's response.
100%	**Exceeds**	The proposal response addresses all considerations of the requirement and includes innovative or cost-saving approaches; services proposed exceed the requirement; and/or there is a high degree of confidence in the Bidder's response.

2. Fee Schedule

Each scoreable requirement of ATTACHMENT V.3 – FEE SCHEDULE will be evaluated based on best value for the EDD's claimants.

The Evaluation Team will review each requirement and compare all of the Bidder's Fee Schedules to determine which Bidder Offer represents the best value for the EDD's claimants. The evaluation steps will be:

a. Divide 100% by the number of successful proposals being evaluated to determine the percentage spread for each scoreable requirement.

   For example, if there are five (5) successful proposals being evaluated, the point percentage spread would be allocated as follows:

Percentage of Point Awarded per Requirement	Requirement Points Available = 200
100%	200
80%	160
60%	120
40%	80
20%	40

b. Evaluate each scoreable requirement and rank them from lowest to highest cost to the EDD's claimants based on each Bidder's Offer.

c. The point percentage spread determined in Step 1.a., will be applied to the available points for each requirement based on the ranking of the Bidder's Offers. The Bidder Offer with the lowest cost to the EDD's claimants will be awarded 100% of the available points. The point percentage spread will be applied to the remaining Bidder Offers.

   For example, if there are five (5) successful proposals being evaluated, the Bidder Offer with the highest cost to the EDD's claimants would be awarded 20% of the available points.

Percentage of Point Awarded per Requirement	Bidder Offer Ranking	Requirement Points Available = 200
100%	1	200
80%	2	160
60%	3	120
40%	4	80
20%	5	40

d. For each requirement, in the event that two or more of the Bidder's offers are equal, the available points for all of the *ranks* involved will be equally split between each Bidder.

For example, if there are five (5) successful proposals being evaluated, and two Bidder Offers are equal on a specific requirement and have the lowest cost to the EDD's claimants, the percentage of points awarded are determined by adding the points per rank then dividing by the number of equal Bidder Offers.

Percentage of Point Awarded per Requirement	Bidder Offer Ranking	Requirement Points Available = 200
100%	1	180*
80%	1	180*
60%	3	120
40%	4	80
20%	5	40

*(200+160)/2=180

3. **Revenue Share**

Proposals that achieve a minimum score of 70% of the total available Technical points will have their Section VI REVENUE SHARE MODEL proposals evaluated. The evaluation will be based on the following formula:

Bidder's Revenue Share Proposal ÷ Highest Revenue Share Proposal x Total Revenue Share Points Available = Revenue Points Awarded to Bidder's Proposal.

The proposal with the highest revenue share will get all 750 points available and the other proposals will be awarded a proportionate share of the 750 points based on the ratio of their revenue share to the highest revenue share.

4. Total Points Available

The total points available for scoring by requirement category are listed in the table below.

	Categories	Maximum Points Available	% of Total or P/F
1	Administrative	0	P/F
2	Administrative Application	0	P/F
3	Batch Process, Cash Settlement, and Reconciliation	0	P/F
4	Change Management	150	2.5%
5	Claimant Account Structure, Corrections, and Adjustments	0	P/F
6	Customer Service	1,230	20.5%
7	Disaster Recovery and Business Continuity	125	2.1%
8	Electronic Benefit Payment	725	12.1%
9	End Of Contract Activities	0	P/F
10	Fees and Surcharges	1,920	32.0%
11	Governing Regulations	0	P/F
12	Investigations and Fraud Prevention	150	2.5%
13	Marketing-Customer Communication	400	6.7%
14	Project Management	0	P/F
15	Project Staffing	320	5.3%
16	Reports	80	1.3%
17	Security and Identity Management	150	2.5%
18	Testing	0	P/F
19	Training	0	P/F
	Total Technical Score:	5,250	87.5%
20	Revenue Share	750	12.5%
	Total Revenue Share Score:	750	12.5%
	TOTAL SCORE:	**6,000**	**100%**

EXHIBIT A
GLOSSARY

Term/Acronym	Definition
Abandoned Call	A call that is queued to go to a Customer Service Representative and the caller ends the call (hangs-up) while in queue
Account Number	A unique identifier assigned by the Contractor to identify a claimant account.
ACDB	Average Collected Daily Balance
ACH	Automated Clearing House
ADA	Americans with Disabilities Act
APO address	Air/Army Post Office
Authorization Number	A unique number assigned by the EDD to track each benefit payment authorization.
Baseline	A point after which all changes to configuration items should not be changed without going through a change management process.
Batch files	Files containing unique transactions of benefit payments or demographics
Benefit eligibility-related questions	Questions pertaining to the qualifications/requirements necessary for receiving UI, DI or PFL.
Benefit Fraud	Providing false information with the intent to collect benefits
Benefit type	UI or SDI (which includes PFL)
Blocked Call/Incomplete Call	A call that is sent to a custom busy message because of insufficient IVR port or network trunk capacity at the time of the call. The caller is unable to enter the IVR (a.k.a up-front blockage or network busy).
Business day	Government Code Section 11020 requires all State agencies to be "open for the transaction of business" from 8:00 a.m. to 5:00 p.m. every day except Saturdays, Sundays, and legal holidays. The legal holidays are listed in Government Code Sections 6700 through 6709. California holidays are: 1. January 1st 2. The 3rd Monday in January, known as "Dr. Martin Luther King, Jr. Day" 3. The 3rd Monday in February, known as "Presidents Day" 4. March 31st known as "Cesar Chavez Day." 5. The last Monday in May, known as "Memorial Day" 6. July 4th 7. The 1st Monday in September, known as "Labor Day" 8. November 11th, known as "Veterans Day" 9. The 4th Thursday in November, known as "Thanksgiving Day" 10. The Friday after "Thanksgiving Day" 11. December 25th If January 1st, March 31st, July 4th, November 11th, or December 25th falls upon a Sunday, the Monday following is a holiday. If November 11th falls upon a Saturday, the preceding Friday is a holiday. http://www.edd.ca.gov/Payroll_Taxes/Legal_Holidays.htm
CA	California

Term/Acronym	Definition
Call Attempts	The total calls to the Toll Free Number dialed (a.k.a. Network attempts)
Calls Answered	Calls that are answered by the Customer Service Representative
CFR	Code of Federal Regulations
Configuration Items	Product Deliverables that are subject to configuration management.
Configuration management	Management of a system's performance and its functional and physical attributes by controlling the introduction of changes, i.e., defect corrections or system enhancements
Contractor's Trust Account	For the purpose of calculating revenue share, the average collected daily balance is the total of the daily collected balance on all funds held "in trust" (aggregated amount) for the cardholders each month divided by the number of days in the month. The contractor may maintain balances in individual accounts or one "trust account", but the average collected daily balance calculation is based on the combined total of all cardholder funds.
CPB	Continuity Plan for Business
CSC	Customer Service Center
CSI	Child Support Intercept
CSR	Customer Service Representative
CUIC	California Unemployment Insurance Code
DED	Deliverable Expectations Document
Defect	Issues found during development or testing
Deflected Call	A call that is routed to a deflect message that states, "All agents are busy" when estimated wait in queue exceeds defined level.
DI	Disability Insurance
Direct Deposit	An electronic transfer of a payment directly from the account of the payer to the recipient's account without first transferring funds of the debit card.
Direct Deposit Transfer	An electronic transfer of recipients' benefit payments from their debit card to their existing bank account.
DOL	United States Department Of Labor
EBP	Electronic Benefit Payment
ECN	EDD Client Number
EDD	Employment Development Department
EDD Client Number	A number assigned by the EDD in lieu of a SSN.
FDIC	Federal Deposit Insurance Corporation
Fee	A charge to claimants by the Contractor
FOMC	Federal Open Market Committee
FPO address	Fleet Post Office
FPTL	First Payment Time Lapse
IdM	Identity Management
IEEE	The Institute of Electrical and Electronics Engineers

Term/Acronym	Definition
Initial claim	The first claim filed in an EDD program. A claimant's first request for benefits against a given base period.
IT	Information Technology
ITIL	Information Technology Infrastructure Library
IV&V	Independent Verification and Validation
IVR	Interactive Voice Response
JAD	Joint Application Design
MIS	Management Information System
MSA	Metropolitan Statistical Area
NACHA	The Electronic Payments Association develops operating rules and business practices for the Automated Clearing House (ACH) Network and for electronic payments in the areas of Internet commerce, electronic bill and invoice presentment and payment, e-checks, financial electronic date interchange and electronic benefits transfers.
NIST	National Institute of Standards and Technology
OTech	Office of Technology Services
Payment ID Tracking Number	Unique number assigned by the Bidder to identify each payment that is disbursed.
PBA	Personal Bank Account
PCI DSS	Payment Card Industry Data Security Standards
PFL	Paid Family Leave
PIN	Personal Identification Number
PMI	Project Management Institute
PMP	Project Management Professional
POS	Point of Sale
PST	Pacific Standard Time
Pre-Note Process	Pre-note process is the process of verifying routing numbers and account number information for an electronic transfer through a zero-dollar transaction.
Regulation E	Part of Federal Reserve Regulation Title 12 covering Electronic Fund Transfers
Reversion	The reversion of monies/funds to the state when the funds have been unclaimed by the claimant after 3 years from the issue date.
RFP	Request For Proposal
SAM	California State Administrative Manual
SCO	State Controller's Office
SDI	State Disability Insurance (includes both DI and PFL)
SLA	Service-Level Agreement
SPOC	Single Point Of Contact
SSN	Social Security Number. A claimant's individual SSN or an EDD Client Number (ECN).
SOW	Statement Of Work
STO	State Treasurer's Office
TFFR	Targeted Federal Funds Rate



Term/Acronym	Definition
Title 22	Title 22 is part of the California Code of Regulations (California Administrative Code). Title 22 has an overall heading of Social Security and includes the areas of unemployment and disability compensation.
UI	Unemployment Insurance
Unbanked	Refers to a claimant without access to a personal bank account
UTFA	Unemployment Trust Fund Account. Used as an unemployment reserve for the payment of benefits as a part of a national plan of insurance against the hazards of unemployment; all deposits are transferred to the UTFA of the United States to the credit of the State of California.
VFIT	Voluntary Federal Income Tax Withholding
Vital business-process	Critical to the organization
WBS	Work Breakdown Structure

edd electronic Benefit Payments

EXHIBIT B
CONFIDENTIALITY REQUIREMENTS

PROTECTION OF CONFIDENTIALITY

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

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

I. ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10.

b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.

c. Warrant and certify that in the performance of this Agreement the Contractor will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:

- California Unemployment Insurance Code §1094 (Disclosure Prohibitions)
- Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
- California Civil Code §1798, et seq. (Information Practices Act)
- California Penal Code §502 (Computer Fraud Act)
- Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
- Title 42, U.S. Code §503 (Social Security Act)
- Title 18, U.S. Code §1905 (Disclosure of Confidential Information)

d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.

e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.

f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

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>.

II. MANAGEMENT SAFEGUARDS

a. Acknowledge that the confidential information obtained by the Bidder under this Agreement remains the property of the EDD.

b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:

- Confidential nature of the EDD information.
- Requirements of this Agreement.
- Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.

c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Agreement (Attachment D1):

d. Return the following completed documents to the EDD Contract Services Group:

- The EDD Indemnity Agreement (Attachment V 9): Required to be completed by the Contractor Chief Financial Officer or authorized Management Representative, unless the Bidder is a State Agency.
- The EDD Statement of Responsibility Information Security Certification (Attachment V 10): Required to be completed by the Information Security Officer or authorized Management Representative.

e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.

f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a)(5)(B).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC). 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 Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.

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



IV. PHYSICAL SAFEGUARDS

a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.

b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.

c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.

d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Bidder 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.





Connecting California to Infinite Possibilities

Response to State of California Electronic Benefits Payments | Solicitation RFP No. 65466

Volume I – EBP Service Proposal | MASTER COPY

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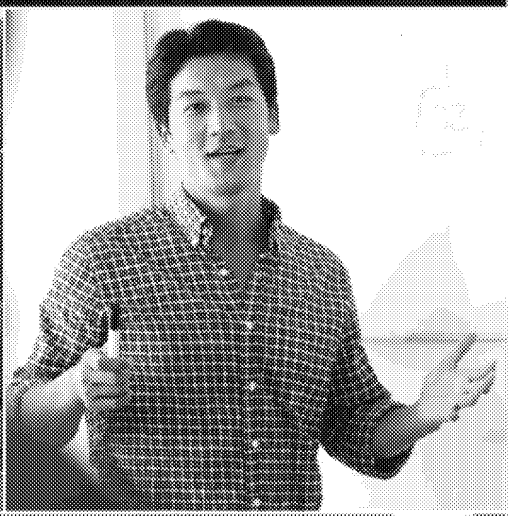
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August 21, 2015

Bank of America
Merrill Lynch









August 21, 2015

Bank of America Merrill Lynch

Rose Liu
Employment Development Department
800 Capitol Mall, MIC #62-C
Sacramento, CA 95814

Dear Ms. Liu:

Bank of America Merrill Lynch is pleased to respond to the State of California, Employment Development Department (the EDD) RFP for Electronic Benefit Payments (EBP). For the past five years, we have worked closely with the EDD to successfully establish an unprecedented program. Californians now have a safer, more flexible and convenient method to access their benefits payments.

We stand ready for the next era.

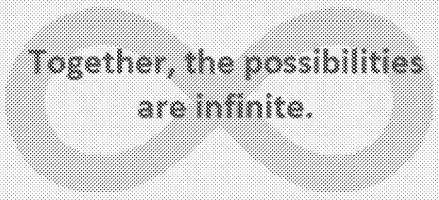
As your current provider, we are ideally positioned to help you build upon the vast success of your EBP. We look forward to adding new program enhancements that will deliver even greater customer satisfaction and operational efficiency.

Staying the course toward infinite possibilities

By remaining with Bank of America Merrill Lynch, you assure your beneficiaries uninterrupted service and unwavering reliability. What's more, we can immediately begin working toward new innovations and improvements that take the program to even higher levels of success. We will leverage past successes and best practices, as well as emerging technologies, to help you continue fulfilling your organizational mission well into the future. We bring you the following distinct advantages that no other provider can match:

A powerful partnership

At the core of the EBP program's success is our close working relationship with the EDD. Together, we have successfully launched and managed this massive card program. We have distributed an unprecedented **5.8 million cards**, processed nearly **750 million transactions** and handled **15.5 million customer service calls**. All components of this monumental program continue to run smoothly, securely – and sustainably.



- **Solid program continuity** – We can help the EDD avoid the burdensome and costly process of transitioning to a new provider. Your employees can continue focusing on their core duties and perhaps most importantly, avoid the learning curve that inevitably comes with moving to a new provider.
- **Unrivaled ability to assure success** – Through our experience with the EDD, we have developed a keen understanding of exactly what it takes to sustain an EBP program of this magnitude. No other provider comes close to our level of insight or ability to manage a program of this size — that means you maintain the high level of accuracy and low error rate you have come to expect.

- **Continued support of the EDD's central mission** – The focus on claimants continues as we move forward into the next era of the EBP program: we see new opportunities that can make the program better than ever. By leveraging past successes and best practices, as well as emerging technologies, we can help you continue fulfilling your organizational mission well into the future.
- **Superb customer service** – We set the bar high and pride ourselves on serving each caller with swift, responsive service. Long call hold waits and busy signals are not tolerated at Bank of America Merrill Lynch. Our representatives are empowered to use sound judgment and resolve problems quickly. We are consistently recognized as being an industry leader in the customer service arena.
- **A client team you know and trust** – The EDD will continue to be supported by your current Project Manager Sabrina Clark, who is deeply familiar with all day-to-day operations between our organizations. Working in tandem with Sabrina Clark, your client team will continue to work diligently and strategically to assure your needs are fully met.

Evolving the program well into the future

As we look to the future of the program, we are ready to work with the EDD to design additional disbursement options for your claimants, providing even greater convenience and efficiency. We will continue to leverage emerging technologies and innovations in an effort to refine the EBP program and fully serve cardholders' evolving needs and preferences.

Upcoming plans and possibilities include the following:

- **Direct deposit** – We will share best practices and work with you to settle on a design for direct deposit functionality that accommodates both the needs of the EDD and your claimants.
- **Mobile capabilities** – Throughout the past five years, we have introduced several enhancements as beneficiary use of the Internet and mobile has grown, including text message and email alerts, and a revised cardholder website. We continue to seek improvements to meet the rapidly changing ways beneficiaries manage their funds. Plans are already in the works to refresh the cardholder website in 2016 with capabilities that offer easy and intuitive navigation and optimal viewing experience across a wide range of mobile devices.
- **Enhanced security and fraud prevention** – Our cutting-edge approach to security is multi-faceted and ever-evolving. We are fully immersed in industry best practices and we stay in tune with emerging fraud trends in order to effectively combat fraud and reduce risk.



Direct customer service access

EDD personnel will continue to have immediate telephone and email access to **Project Manager Sabrina Clark**. As you know, Sabrina has managed the overall program on a daily basis since program launch. She is your first point of contact and responsible for assisting with all account management and contract management needs.

Convenient access to funds – We understand that it is critical for claimants to have reliable, consistent and convenient access to funds. Claimants may make signature and cash-back purchases everywhere Visa debit cards are accepted – millions of locations worldwide. For ATM access, we have 3,745 in-network ATMs in California, and 15,171 publicly-accessible in-network ATMs throughout the U.S. Cardholders also have access to over 70,000 surcharge-free ATMs internationally through our Global ATM Alliance. In addition to accessing cash through our extensive ATM network, no other bidder can provide as many locations for claimants to access benefit funds over-the-counter via tellers. In the state of California, we have 911 Bank of America financial center locations. Claimants may also visit any of the 7,606 Visa bank or credit union locations in California for over-the-counter cash access.

Ready, willing and able to meet—and exceed—the EDD's requirements

Our proposal addresses all considerations of the requirements and includes innovative approaches and solutions.

Bank of America Merrill Lynch will continue to perform the work as described in this RFP and continue to provide services and work products within the timeframes specified for each deliverable. Our proven track record assures the EDD of our staunch commitment to your organization and our unwavering ability to meet—and in many cases exceed—your requirements.

Bank of America Merrill Lynch agrees to the General Terms and Conditions of this RFP and attests that we have read and will comply with the requirements set forth in this RFP. Bank of America stands ready to conclude a mutually-agreeable contract to perform to EDD's satisfaction.

As a senior officer of the bank, I am authorized to bind the bank contractually.

Let's get to work

We look forward to entering the next era of collaboration with the EDD. Building upon the solid foundation we have established with a highly successful EBP program, we are ideally positioned to fulfill the EDD's requirements—exceed your expectations—well into the future.

The possibilities are infinite.

Sincerely,

Dawn Haddock
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Bank of America Merrill Lynch
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Narrative Description of Services

The California EDD is an organization with a rich history and strategic focus on the future. As one of the largest state agencies in the U.S., you have tremendous responsibility, and an outstanding service record to the people who depend on you each day.

Five years ago, the EDD embarked on a mission to drive greater efficiency, reduce taxpayer costs, and provide a better claimant experience by transforming from paper to electronic unemployment and disability payments. With the introduction of your Electronic Benefits Program (EBP), the EDD entered into a new era of benefits disbursement innovation and efficiency. This program connects people and communities throughout California to even better opportunities and a simpler, more reliable way to access the funds they need.

Connecting California to infinite possibilities

The bank and the State of California have a long-standing, historic relationship focused on delivering new value and driving efficiency. With this program we have together set the industry standard for the value that a prepaid card program can deliver to unemployment and disability claimants. From cardholder access to funds and fee simplicity, no program in the nation matches what CA EDD delivers for its claimants. The National Consumer Law Center has twice agreed – giving the program two thumbs up in each of its unemployment benefit card reviews.

We are committed to payments innovation and more importantly to our partnership with the California EDD. We are proud of the program we've built together.

Our proposal offers the State a continuous connection with the institution that helped build this industry-leading EBP solution from the ground up – and so much more. In delivering this program, we have developed strong and extensive working relationships, deep knowledge of the program, and most importantly deep trust in our collective ability to continuously deliver for all claimants. We will continue to exceed your expectations, while evolving to enhance your historic payment program.

Together, we are perfectly positioned to leverage the program stability we've built to reach even greater milestones in the future. We are excited about where we've been, where we are today – and where we're going.

An integral part of California's past, present and future

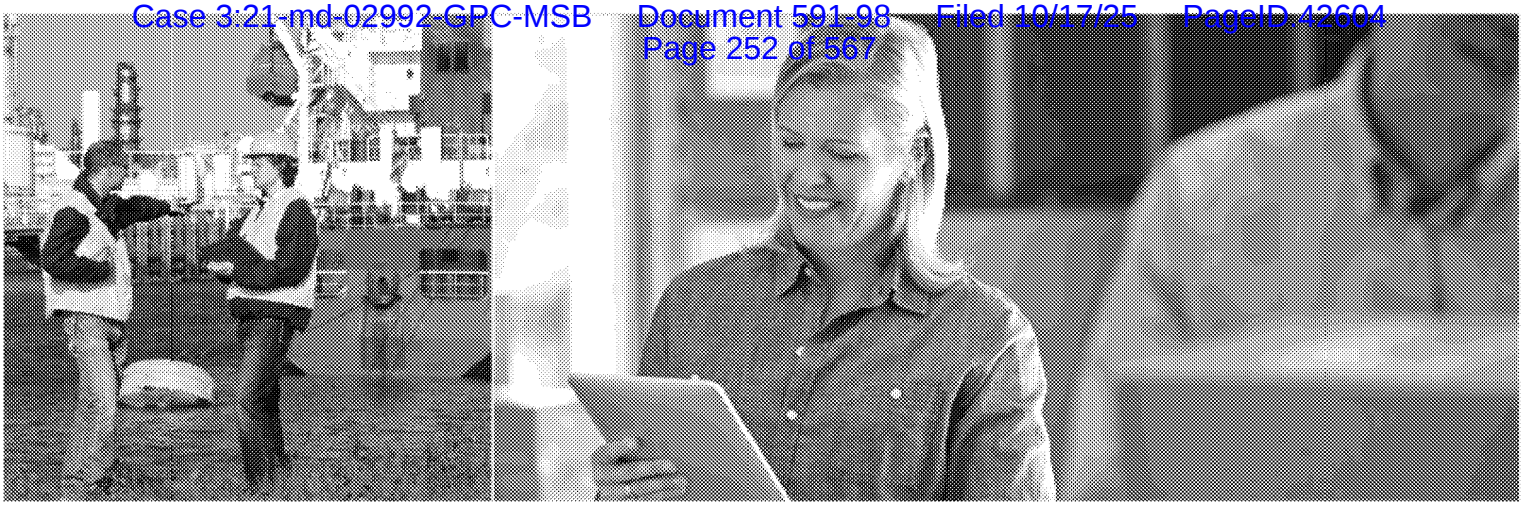
Bank of America began serving California in 1904 when A.P. Giannini opened San Francisco's Bank of Italy with a mission to serve, and to leverage the power of capital to change people's lives. Since then, while technology and capabilities have evolved dramatically, our central commitment to serve the state and its people has remained the same.

Today, we support more than 400 public sector organizations throughout California and we bank almost half the households in the state.

We are proud of our shared legacy. We are deeply committed to our current partnership with the State and the EDD. We look forward to a bright future that connects you and your claimants to new and better opportunities.

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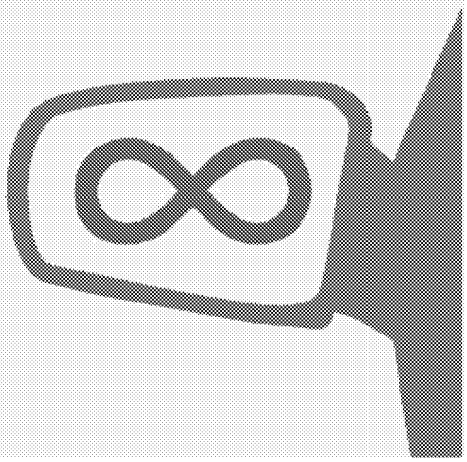


Partnership Continuity Innovation



Where we've been

80-year plus history in California | Commitment to the community | Serving the EDD for close to 60 years | Successful EPB program launch | Proven commitment and flexibility | Technological innovation | Surpassed requirements | Proven ability to sustain program into the future



More than eight decades of commitment to serving California

Bank of America has a longstanding relationship with the State of California. We are the State's primary depository bank and a trusted long-term partner. Our relationship with the State spans more than 80 years — we have a vested interest in California's overall success.

As one of the state's largest single taxpayers, we have more than 30,600 employees living in and working in California communities and have staffed the EBP program's primary call center in-state. We bank almost half of the residents in the State of California and we provide banking services to more than 400 government agencies in the state.

We are the largest retail and commercial Bank in California with 911 financial centers and 3,745 publicly-accessible ATMs. We are the leading provider of government banking services in the state, with your local client team and prepaid card project manager based right in Sacramento.

In 2014, Bank of America provided more than $2.1 billion in new credit to small businesses in California. We also showed our solid commitment to the state with the following:

- **Grants and matching gifts**–In 2014, the Bank of America Charitable Foundation gave more than $20,826,930 to help local nonprofit community organizations develop and grow. This figure includes matching gifts from the foundation.
- **Matching employee donations**–In 2014, employees contributed $3,758,443 to the local charitable organizations of their choice; this amount was matched by the Bank of America Charitable Foundation.
- **Volunteer hours**–In 2014, local employees volunteered 267,328 hours for maximum impact on their communities. In total, U.S. employees contributed more than 2 million hours in 2014.
- **Environmental commitment**–Since 2007, Bank of America has dedicated $34.4 billion to lower carbon emissions and other environmental business activities. The Bank's current 10-year, $50 billion environmental business goal is focused on advancing lower-carbon economic solutions through lending, equipment finance, capital markets and advisory activities, carbon-finance and investment advice, and solutions for clients around the world.

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Additionally, our long-time prepaid card processor, Visa DPS, a division of Visa U.S.A., has deep roots in California and does much to support the state and its economy. Visa's worldwide headquarters is located in California and they are a major employer in the state.

Number of Visa FTEs based in California	3,663
Number of Visa Contractors based in California	1,963
Total Visa workforce based in California	**5,626**

Ongoing, forward-thinking collaboration with California EDD

We began our relationship with the EDD in the mid 1950's, providing a multitude of treasury services. Since 2010, we have worked in tandem with the EDD to achieve your internal goal of moving from paper to electronic payments for more efficient disbursements while maintaining an unwavering focus on the needs and preferences of benefit recipients. Throughout the life of the EBP program, we have partnered with your team to refine our processes and technologies, assuring that the EDD's full program goals are consistently met —and in many cases, *exceeded*. Together, we have reached new levels of excellence in terms of efficiency, customer service and operational proficiency.

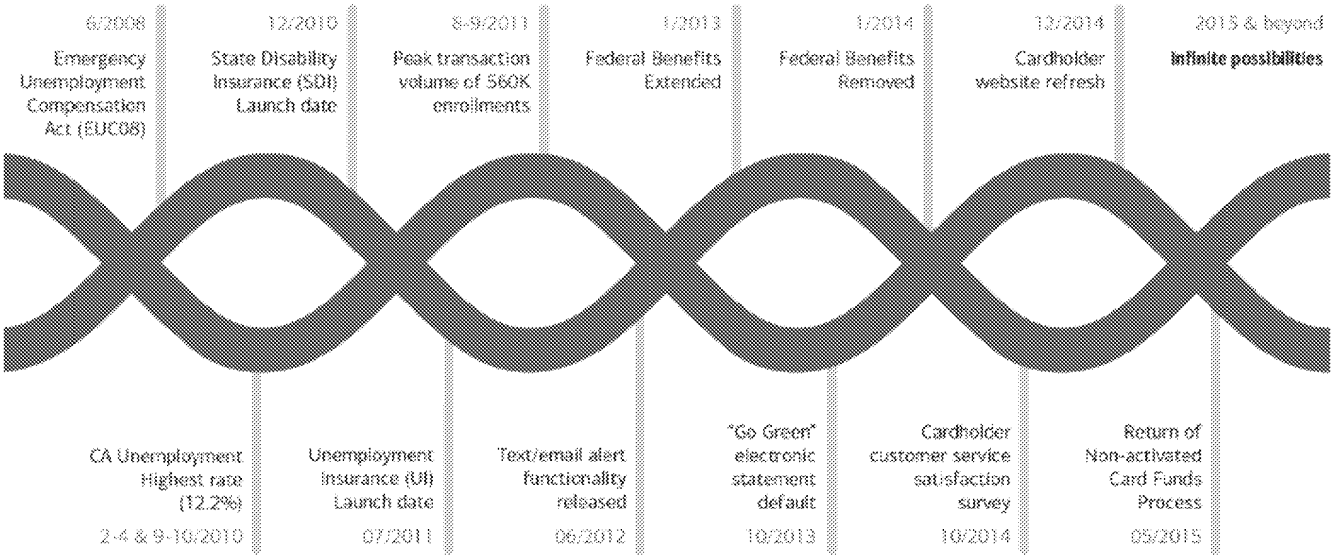
As demonstrated throughout the past five years of managing this program — as well as the long and valued relationship that preceded the EBP program launch — Bank of America embraces a collaborative partnership with EDD that will last throughout the years. We look forward to the next era of possibility and success.

Reaching new milestones along the way

Since implementing this bold and innovative program, Californians have come to rely on prompt and secure electronic disbursement of their benefits payments. The unprecedented solution has proven to be a safer, more flexible and more accessible method of disbursing these critical funds. We are committed to strong service level agreements and we achieve them month after month. As a result of our teamwork with the EDD, 94 percent of cardholders have indicated high satisfaction with the program.

We illustrate several key program milestones on the following page.

Program milestones & Federal and state highlights

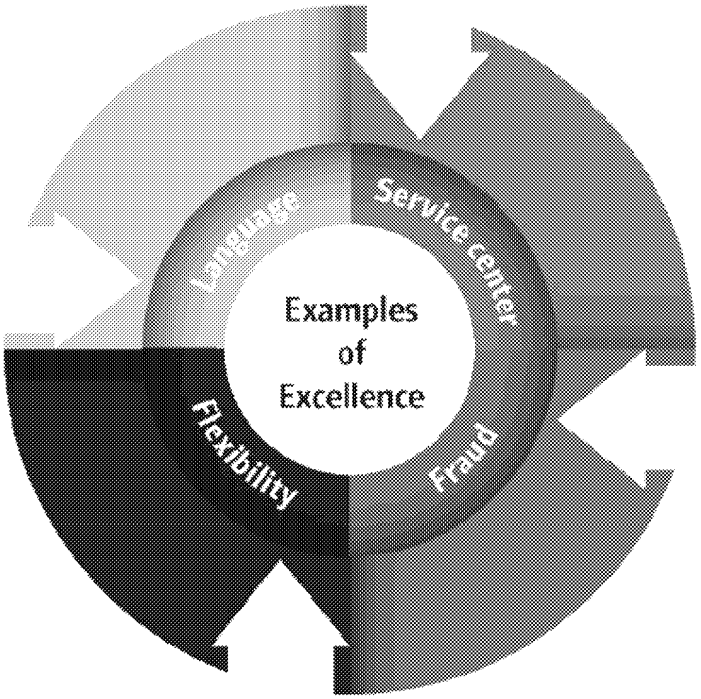


Examples of Excellence: Illustrating our commitment to the EDD and your claimants

Over the past five years, Bank of America has continually proven our unwavering dedication to the EDD and your claimants. We have taken unprecedented steps to adjust our standard processes and customize procedures in an effort to ensure beneficiaries have reliable, convenient and secure access to their funds. Below, we outline several examples that clearly illustrate our solid commitment to the EDD and the people who depend on our respective organizations each day.

Language capabilities

The EDD and the State of California serve a diverse population. A critical concern of the EDD upon launch of the program was to ensure the Customer Service Center supported the core languages of English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin and Vietnamese. We currently provide live representative and automated phone support through the IVR in all state core languages. In addition to these languages, we also offer additional capabilities through a language line service where over 240 different languages are supported.



Flexibility during critical times

We recognize that in a program supporting millions of claimants, challenges can arise. Solutions require teamwork, flexibility and trust. During the recent internal enhancement to California Unemployment Benefits Services (CUBS), claimant payments were delayed due to information technology upgrade needs. We were able to be flexible and move the file processing time by two hours, allowing the EDD to keep the system up longer during the day and therefore enabling the agency to reduce payment backlogs.

A top-rated customer service center focused on serving your claimants

We have continually provided stellar customer service to EDD claimants with a call center staff that is primarily based in California and fully dedicated to prepaid card programs. Whether it is our multiple language support, the support we provide to Authorized Representatives of claimants, live representative assistance for direct deposit transfers or Emergency Cash Transfers via Western Union for those in critical need of funds, providing excellent service is our top priority.

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With the permission of the EDD, to assure that we are continually providing the best possible customer experience for cardholders, we regularly solicit feedback from those who call in. After our first two months of surveys, in July 2014 we reviewed the survey results with the EDD as part of the executive leadership meeting. The EDD indicated they were impressed with the survey results and requested to send personnel members to tour the Bank of America call center. During the upcoming visit, the EDD is looking to gain valuable insights and learn best practices to achieve similar satisfaction in their own center.



Regular program reviews keep EDD leadership informed

During our bi-monthly meetings with the EDD executive leadership team, we discuss program performance and share information on any upcoming activities.

Combating fraud with proactive initiatives and ongoing communication

We continue to meet quarterly with the EDD to discuss the evolving trends and formulate the most effective ways to protect EBP claimants from fraud. The protection of cardholders is paramount and communication is a key component. For example, in the situation where we became aware of a "phishing" event we worked with the EDD to alert cardholders and placed important messages on the cardholder website for their awareness and protection.

In 2013, we introduced the Fraud Policy Manager to the EDD investigations team and, as a result, bi-weekly touch-point meetings take place. We have also developed a standard communications process whereby the EDD can notify us of any large fraud issues that may cause a negative impact to cardholders.

Communication and a strong working relationship is key to fraud mitigation, and together we have built a series of routines and implemented best practices to protect the program and manage to industry-low fraud levels.

Over the past several years, as reported regularly in the media, there has been a significant increase in the number of breaches external to Bank of America where card data has been exposed. As a result of these recent merchant card data breaches we have not had to perform any mass reissuance of prepaid cards.

Since Bank of America is responsible for external transaction fraud on cards that we issue as part of our Zero Liability guarantee, we take a risk-weighted approach to review the likelihood that a card number will be used for fraud and minimize any negative experience to cardholders whose funds have not been impacted. Our prepaid portfolio has not seen an increase in fraud losses associated with these recent merchant data breaches and neither our clients nor cardholders have suffered any financial loss.

Our bank card fraud prevention and monitoring is ranked tops in the country and has been named "Best Overall Identity Safety in Banking" for nine consecutive years by Javelin Strategy & Research — a leading provider of independent industry specific quantitative research. The extensive fraud mitigation strategies our prepaid team utilizes are sophisticated, and have successfully mitigated large fraud losses.

Bank of America is committed to being at the forefront of fraud and data security strategies, benefiting the EDD and all of our respective cardholders. In the event a cardholder's card is compromised they are protected against unauthorized card use by Bank of America Zero Liability, a plan that exceeds the protections offered by Regulation E and standard network zero liability plans.

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Our greatest differentiator: a proven track record of solid ability and unwavering commitment

As your current provider, we are ideally positioned to build upon the vast success of your EBP. The EDD has the opportunity to grow and evolve its program on the stable foundation we've built together. We can continue moving forward with program enhancements that will derive even greater customer satisfaction and operational efficiency, such as direct deposit.

By extending the partnership with Bank of America, you assure your beneficiaries uninterrupted service and unwavering reliability. You eliminate the burdensome, costly and uncertain process of transitioning such a large and complex program to a new provider – as well as the risk. The EDD can focus on delivery and strategic priorities, while personnel focus on core duties instead of a distracting and massive transition effort. Further, and most importantly, **we are confident that the EDD already manages the best prepaid card program in the nation for the benefit of all California claimants.**

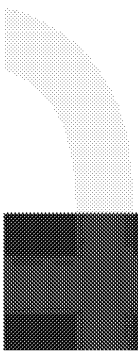
Since the program launched in 2010, we have worked side-by-side with the EDD to make process refinements and procedural adjustments that assure a successful program. We continually ensure that your claimants get the funds they depend on, when they need them. At your program peak, we were able to process 560,000 enrollments per month and managed our capacity accordingly. In the current environment we stand ready for any surges in volume.

Since your program launch, while several high-profile providers have exited the prepaid disbursement space, we have invested in our capabilities and grown to meet the evolving needs of our clients. Our commitment to our clients and this public sector industry is dependent upon our ability to manage economically sustainable programs.

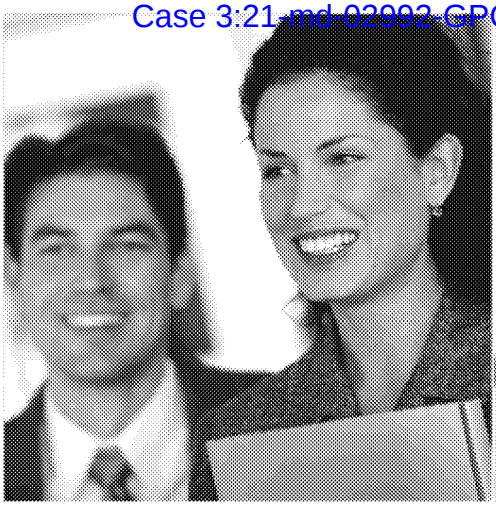
Our commitment to this product offering is evidenced by our continuous process improvements and more efficient business model. As a result of our efforts and experience over the past five years, we have developed a keen understanding of exactly what it takes to sustain a program of this magnitude. No other provider can match our insight and understanding of the complexities and nuances of your program. No other provider can so clearly demonstrate an unwavering commitment to your organization. No other provider has a track record that clearly proves our capabilities and our dedication.

We appreciate the strong relationship we've built with the EDD and we are enthusiastic about continuing and expanding it for many years to come. The possibilities are vast.






Bank of A







Partnership Continuity Innovation



Continuing along a successful path

Continuous growth: transformative technologies and ongoing process improvement

We maintain a staunch focus on claimants as we hone our processes and integrate new technology. For instance, we have significantly scaled our operations – from card production to banking center cash advances to call center management – to be more efficient and effective.

The focus on claimants continues as we move forward into the next era of the EBP program: we see new opportunities that can make the program better than ever, particularly in this time of rapidly evolving payment technology. By leveraging past successes and best practices, as well as emerging technologies, we can help you continue fulfilling your organizational mission well into the future.

The public sector client team, card experts and benefit specialists you have come to know and trust look forward to continuing our enthusiastic support of the EBP program. We will continue to deliver on our promises, maintaining close communications and consultative partnership to assure continuity of service and reliability for claimants.

We are proud of our shared achievements, and we look forward to building upon these strengths with new innovations that prepare the EDD for a successful future.



Continuously supporting the EDD's central mission

Through close collaboration and strategically developed technology, we continue to ardently support the EDD's mission to deliver **valuable** and **innovative** services that meet the **evolving needs** of employers, workers, and job seekers.

Where we are today

Continuity of service | Expert program management and staffing in place | Cardholder-centered customer service | Effective marketing and customer communications | Easy access to funds | Convenient and secure reporting



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Capabilities and capacity to support the EDD

Extending the Bank of America partnership provides assurance of having the high level of accuracy and low error rate you have come to expect. We have consistently performed according to your service levels and general processing is never above 40% utilization. Bank of America and Visa represent the world's largest card issuer and payment network, respectively. Our infrastructure is designed to scale. We manage our systems to a standard capacity indicator and when exceeded, a planned upgrade is initiated.

For the cardholder IVR and online customer service website, the current threshold is 60 percent. If this threshold is ever met, capacity is increased accordingly. With this approach, capacity is scalable and essentially unlimited. Based on our existing government prepaid debit card portfolio, anticipated growth and our knowledge of the EBP program, we have the capacity for continued service of this program and any future expansions.

Award-winning customer service: delivering on our promises

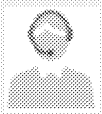
Benefit claimants have enjoyed comprehensive 24/7/365 customer service and responsive support through multiple customer service channels. This includes online and toll-free automated phone system with the option to speak to a live customer service representative. Our call centers are staffed by experienced representatives fully dedicated to prepaid card programs.

Our Carmichael, CA customer service center continues to serve as the primary location for live customer service support. This facility employs approximately 75 percent of the staff required to support the EBP program. Today, of all calls answered, 70 percent are answered in Carmichael.

As you know, our call center staff members are empowered to take care of customers – we pride ourselves on providing stellar customer service to every caller. Long call hold waits and busy signals are not tolerated at Bank of America. Your program's average speed of answer is 30 seconds and your average handle time is 230 seconds. We understand that customers call because they need help and support – our team is trained to provide that support. Our system is designed to meet all of the capacity requirements within the RFP and more. We will continue to meet the EDD's requirements by providing robust multi-language self-service capability along with live operator support.

Understanding the urgent need to provide responsive support to claimants

Customers' lives can change quickly — and their financial stability is often impacted by those changes. Because we understand the stress of a change in financial circumstances on an individual, the bank adopted a customer service approach that has our customer service representatives think of themselves as the customer. Our customer service staff takes ownership of the claimant's issues and supports callers using the appropriate approved scripts, business rules, and procedures to provide swift resolution of the caller's issue. They are empowered to use sound judgment and resolve problems to the best of their ability. They hold themselves and their peers accountable for making every interaction with a claimant an effective demonstration of our commitment to them. We continue to pride ourselves on "Doing the Right Thing" for the customer.



Outstanding Call Center Satisfaction

Each month we measure claimant satisfaction with our call center. We're proud to say we continually achieve 94 percent of claimants indicating high satisfaction with our ability to resolve issues in a timely and courteous manner.

Leading the way in technology and ease of access

We are the world's largest card issuer and at the forefront of payments innovation. We invest heavily and stay current in the technology that supports these programs and we realize the importance of error free, high-quality servicing as well as the security of customer information. Bank of America's experienced team of professionals will continue to work collaboratively with the EDD to assure that the service we offer truly meets your goals and objectives.

Not only do we understand the current payments landscape, but we are also driving the next stage of payments, including Apple Pay and other innovations. As payments evolve, we will continually work to ensure that EDD claimants benefit from the innovations that are most applicable to them.

Access to funds—ATM, POS and Teller

An essential element for the success of any electronic benefit payments program is that users have convenient access to funds. Bank of America is particularly aware of the concerns surrounding fees related specifically to unemployment and disability card access. As you know, we have offered an excellent fee structure to your claimants, one that provides ample access to funds.

We offer ATM access at any of our Bank of America ATMs in California, United States, and internationally as depicted in the table below. In addition, we provide out-of-network access. Our 3,745 California ATMs are clearly branded, and are wholly owned by Bank of America. That means we don't rely on contractors or networks for accessibility – we maintain, monitor and operate our own ATMs. As a large financial institution, it is critical to us that we provide robust, consistent access to funds for all our customers.

In-Network ATMs Available for Cardholders

Location	Total Number of In-Network ATMs
California	3,745
National	15,171

Global ATM Alliance

Bank of America is a member of the Global ATM Alliance. The Global ATM Alliance is a group of financial institutions that has created the world's first international ATM Alliance. Cardholders have access to over 70,000 ATMs internationally that will not charge a surcharge through our Global ATM Alliance. The table below identifies the banks and coverage for the Global ATM Alliance.

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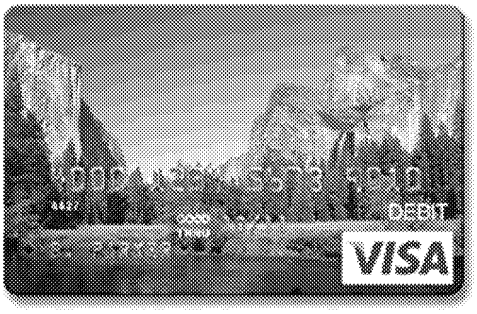
Global ATM Alliance	
Bank Name	Coverage Area
Bank of America	North America
Barclays	United Kingdom
BNB Paribas	France
China Construction Bank	China
Deutsche Bank 24	Germany International transaction fees are not waived at Deutsche Bank in Italy
Santander Serfin	Mexico
Scotiabank	Canada, Mexico
Westpac Bank	Australia and New Zealand

In addition to accessing funds through our extensive ATM network, claimants may continue to make unlimited purchases everywhere Visa debit cards are accepted – millions of locations worldwide. This provides convenient access to everyday purchasing at retailers, grocery stores, restaurants, and gas stations. The card may also continue to be used for pinned point-of-sale cash-back transactions, online, by phone and by mail purchases, as well as for bill payments where providers accept Visa cards.

As the largest bank in California, no other bidder can provide as many locations for claimants to access benefit funds over-the-counter via their own tellers. In the state of California, we have 911 Bank of America financial center locations. While claimants may go to any of the 7,606 Visa bank or credit union locations in California, we ensure that our tellers are well-trained on the EDD program, ensuring a smooth claimant experience.

Customer education and communications: ensuring program adoption and ongoing success

The bank worked in close collaboration with the EDD and Visa to successfully develop and deploy a comprehensive marketing and communications plan that targeted existing claimants, new claimants, employers, EDD staff and other agencies. The plan featured strategic timing of communications and development of materials using a variety of media types. We used two primary methods of disseminating marketing and customer communications materials to claimants: hard copies and website. Marketing to employees and other stakeholders was handled primarily through electronic methods. To date, the custom collateral offered by EDD and Bank of America remains the most comprehensive in the industry.



Strategy and tactics

Communications tactics and strategies were customized to each target market and a phased rollout was used.

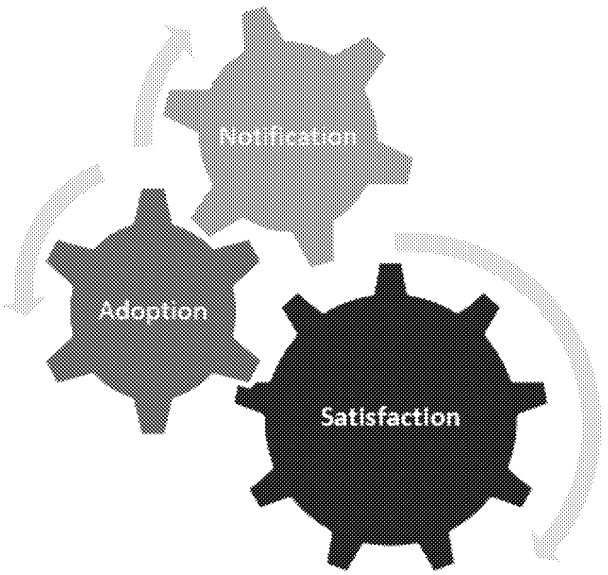
The materials were rolled out in three strategic phases, which are described below:

1. **Phase One: Pre-Card Issuance**
   We designed and implemented a communications plan to notify and educate claimants, agency employees, and outside stakeholders about the new payment process and card benefits.

2. **Phase Two: Card Issuance**
   We developed collateral pieces designed to encourage immediate activation and usage of the card. Communications also provided usage and fee avoidance education.

3. **Phase Three: Ongoing Education and Support**
   We continue to provide ongoing education on usage, obtaining cash without fees, and building financial literacy in an effort to support the claimants and the program benefit continually.

Focus areas of three-phase marketing plan



Bank of America is prepared to engage with CA EDD in a comprehensive communications strategy as your direct deposit solution is rolled out.

Ongoing communications and educational materials support

We are committed to continuing to support EDD's efforts in communicating to claimants, particularly as we look toward expanding the program with direct deposit options. We look forward to continuing to partner to provide benefits to the recipient by educating them on how best to access their funds – conveniently and safely. In the past we have supported EDD personnel at conference locations to educate individuals on the EBP program and we are committed to continuing that level of support in the future.

As a part of ongoing program support, we are always seeking ways to improve our existing welcome package, custom marketing materials and website language to keep claimants abreast of the best ways to safely access funds and account information, as well as to provide financial literacy information. Our December 2014 website refresh efforts improved home page access to educational information around alerts, avoiding fraud, avoiding fees, lost/stolen card replacements and ATM safety tips.

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Bank of America

Bank of America EDD Debit Card

Home | Site Map | Contact Us | FAQs | Sign In

Activate My Card

Sign In

SIGN IN

Forgot Password?

Forgot Username?

Your EDD Debit Card from Bank of America

Faster, easier and more secure benefit payments



Just received a card? Activate it now and get started!

Activate My Card

VISA ATM Locator

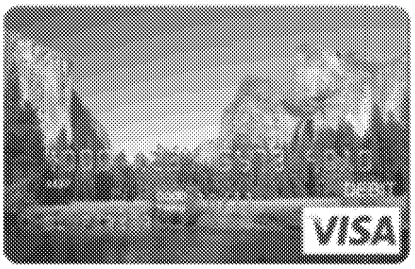
Bank of America ATM Locator

ATM Locator

Safety Tips

The Employment Development Department (EDD) Debit card is a safer, more convenient way to receive your Unemployment, Disability and Paid Family Leave benefits.

- Get instant access to your benefits on each payment date
- Shop and pay bills everywhere Visa debit cards are accepted
- Get cash back with purchase at many grocery and convenience stores
- Access cash at ATMs and at any bank or credit union that accepts Visa
- Transfer funds to your personal deposit account

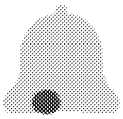


If you have questions regarding your claim certification process or benefits payment amount, please go to www.edd.ca.gov for assistance.

Stay Informed with Alerts

Get email or text alerts:

- When a deposit is made to your card
- When your balance is low

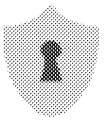


To sign up for alerts:

- Log in and select Alert Options under the Profile menu
- Select the alerts you would like to receive and click save
- Select Alert Settings under the Profile menu and enter your carrier details. Be sure to complete the verification steps for your text message device number.

Avoiding Fraud

Stopping criminals Sometimes criminals will try to trick individuals into disclosing personal information in a text, email or on a phone call. Phony emails may direct you to a fraudulent website that looks like a Bank of America website. These phony emails may even ask you to call a phone number and provide account information. Please remember that:



- Bank of America will never ask you in an email or text to disclose any personal information, such as your Social Security Number, PIN (Personal Identification Number) or Prepaid Card Number
- Offers that sound too good to be true often are. You may be asked to fill out a short survey in exchange for money being credited to your account at the account number you provide. Bank of America will never request your information in this way
- Claims that your account may be closed if you fail to confirm, verify or authenticate personal information are not from Bank of America

If you receive a suspicious email or are directed to a website that also looks like Bank of America, report it to abuse@bankofamerica.com and then delete the suspicious email.

Avoiding Fees

Accessing your money is completely fee free when you:



- Make purchases and pay bills anywhere Visa debit cards are accepted - in stores, online and by phone
- Use Bank of America ATMs anywhere in the country for cash access
- Get cash back with a purchase at a store or from a teller in any bank or credit union that accepts Visa

Lost or Stolen Card?

If you suspect your card is lost or stolen, please call immediately.

- 1.866.692.9274
- TTY 1.866.655.5913
- Outside of the U.S. (collect): 423.262.1659

ATM Safety Tips

- Be aware of your surroundings at ATMs
- Never give your PIN to anyone
- Be discrete when entering your PIN at the keypad
- If you must use an ATM at night, consider taking someone with you
- Call 911 if you need emergency assistance

Download the ATM Safety Tips pdf.

In early 2016, we will complete a website and mobile refresh, enhancing the mobile access experience for claimants utilizing their smart phones. This industry-leading technology will provide a mobile experience without the need to download a specific app. The responsive architecture will automatically resize the screen based up the size of the device, thus providing an optimal and consistent viewing experience across a wide range of devices – from mobile phones and tablets to laptops and desktop computer monitors.

Within this refresh, we would also like to include additional financial literacy information to the cardholder website. As a financial institution, helping our customers and the general public gain financial literacy is core to our community efforts. We seek ways to provide the tools to assist individuals with managing their money. Below, we describe our commitment to such efforts through our partnership with the Khan Academy.

Better Money Habits™

Bank of America focuses much of our financial education efforts on critical segments of the U.S. population, including the under-banked. EDD claimants will directly benefit from our many partnerships with organizations including the critically acclaimed Khan Academy. The Khan Academy is a not-for-profit organization with the sole purpose of delivering a free world-class education for anyone, anywhere. The Khan Academy approach is focused on enabling people to learn what they want to know — in their own way and at their own pace. Additionally, we have ongoing dialogue with the Center for Financial Services Innovation and strive to meet and exceed the criteria of consumer advocacy groups.

KHANACADEMY

Helping people gain financial know-how

Through a partnership with critically acclaimed Khan Academy, cardholders will have access to free, easy-to-understand videos and practical tips and tools to help build better money habits across a spectrum of financial needs.

Through a partnership with the Khan Academy, we launched Better Money Habits — a learning experience that is simple, conversational and self-paced. This partnership has resulted in access to free, easy-to-understand videos and practical tips and tools to help build better money habits across a spectrum of financial needs. We would like to discuss having this content available to all EDD cardholders through the online customer service cardholder website. The program will provide innovative new functions to encourage better money management, including the availability of a Personal Financial Management tool. We are prepared to ensure these cardholders have access to the industry's most comprehensive — yet specific — financial literacy tools and support.

Direct customer service access for EDD personnel

EDD personnel will continue to have immediate telephone and email access to Sacramento-based EPB Project Manager Sabrina Clark. As you know, Sabrina has closely managed the overall program on a daily basis since it launched and will continue to oversee the EDD EBP program throughout the life of the contract. As your project manager, Sabrina is your first point of contact and is responsible for assisting with all account management and contract management needs. Sabrina has existing scheduled monthly calls with EDD program management and also participates and provides program updates in your bi-monthly executive leadership meeting, ensuring that efficiencies continue and your program needs are met. Sabrina also continues to serve as an escalation contact for specific items including information systems matters, financial reporting issues and customer service matters.

Sabrina works in close partnership with your client manager, treasury sales officer and product and platform managers, while being supported by our Prepaid Client Support group.

A powerful partnership with a client team who deeply knows the EDD

In addition, the EDD will continue to be supported by your current client team, who is deeply familiar with your program, as well as the comprehensive Bank of America and State of California relationship. Working in tandem with Sabrina Clark, your team will continue to work diligently and strategically to assure your needs are fully met.

Senior Client Manager Jonathan Millard will continue to manage all aspects of the relationship. Jonathan's goal is to assist with identifying banking services objectives and guaranteeing satisfactory delivery of financial solutions.

Senior Treasury Solutions Officer Dawn Haddock continues to oversee all Treasury products and service to ensure EDD satisfaction. Based in Sacramento, Dawn also has experience managing the relationships for state benefit disbursement programs in both Arizona and New Mexico. Dawn understands the EDD's treasury operations and organizational structure and will continue to work closely with you to increase administrative efficiencies, streamline your treasury processes and enhance cash flow to maximize investment earnings. The EDD can continue to rely on Dawn to provide consultative advice on your current accounts and future direct deposit initiatives.



Government-focused service

While most banks provide servicing for their government clients with general industries servicing personnel, our servicing is tailored to government clients, specifically government prepaid card clients. **This is an important distinction between us and our competition.**

Executive oversight and leadership

We will continue to include the bank's executive-level public sector banking and card services leadership as part of the team who will oversee the EDD's program. This team showcases our executive-level commitment to your program. We have been and will continue to be proactive with engaging our executives with EDD executive leadership when opportunities arise and warrant this level of attention. They are responsible for the mutual success of our relationship.

As you know, these executives provide active involvement, ensuring that your client team exceeds expectations and is available to address/resolve any issue escalated to their attention. Simply put, the California EDD relationship is tremendously important and valued by Bank of America and we are proud to support this partnership.

Reporting

Customized program reporting continues to play a central role in the successful management of your EBP program. We will continue to provide the EDD with critical data on the performance and status of the program. As you know, all payment, usage, website, file processing, customer service and Interactive Voice Response (IVR) reports are available and maintained on the Administrative Application for EDD users to view, download and print. The Administrative Application also provides ad-hoc reporting queries specific to Claim Payment Transaction History.

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The types of reports we provide are listed below:



Our management team also uses the critical reporting information to measure the team's progress, enhance and improve specific program components, and identify areas for future capability improvement.


Continuity


Bank of A



Partnership Continuity Innovation



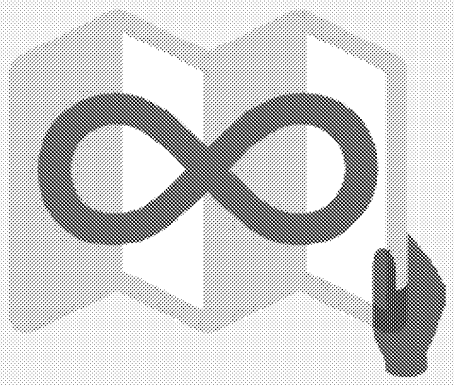
Moving forward: new program milestones are within reach

At Bank of America, to successfully navigate the future, we must fully embrace change, continuously refining what we do and how we do it. We will continue to work closely with the EDD to advise, support and prepare you by leveraging emerging technologies as we follow proven change methodologies and a well-defined, systematic approach.

We look forward to entering the next era of collaboration with the EDD. We await further discussions as we plan for a future of new possibilities and even greater successes.

Where we're going

Ongoing change management | Direct deposit service | New fraud prevention efforts | Added mobile capabilities | Website enhancements | New convenience features



Preparing for the next era of innovation

Together, we have had great success with the implementation of the EDD's trailblazing EBP solution.

We have forged a solid collaborative relationship and deployed a solution that gives claimants exponential benefits in terms of convenience, reliability and security.

A systematic plan for change

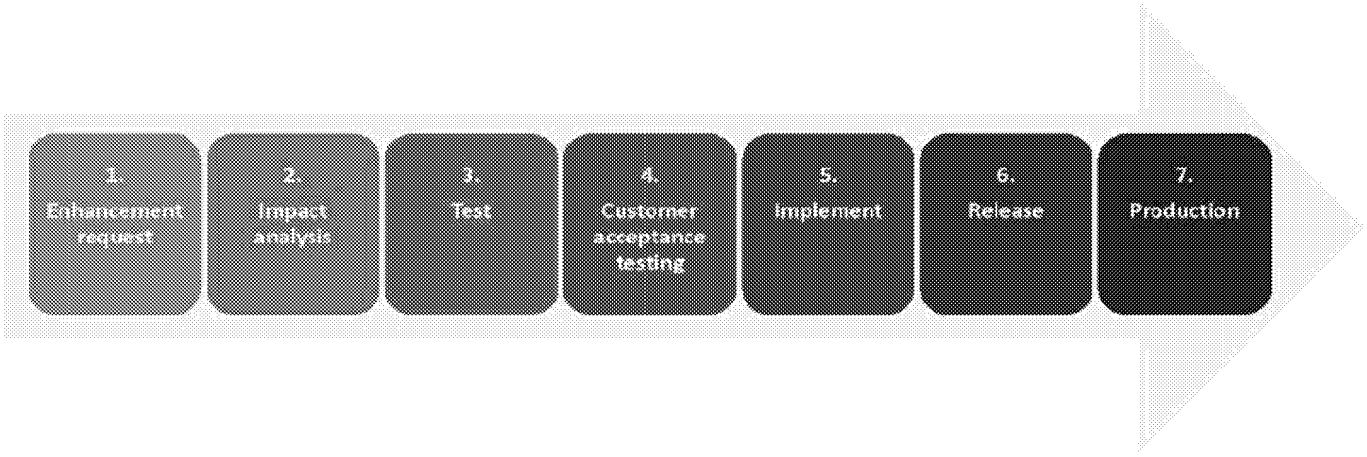
We have enacted a Change Management Plan that clearly lays out how enhancements are analyzed and implemented. We are dedicated to quality and customer satisfaction through continuous improvement and enhancement of the operational EBP service. Our approach to change management provides a structured plan to handle change, ensuring that enhancements are managed with strong standards based on proven project management practices. Our process minimizes risk while effectively applying resources and delivering quality.



Enhancements are delivered according to a planned release schedule. This way, we effectively manage project resources and reduce the risk of change. In collaboration with the EDD, enhancements are prioritized and ranked based on enhanced service capability and risk/benefit to the project.

Systematic change management steps

As you know, enhancements are managed through the following systematic steps:



We stand ready with a solid process for rolling out enhancements in the future.

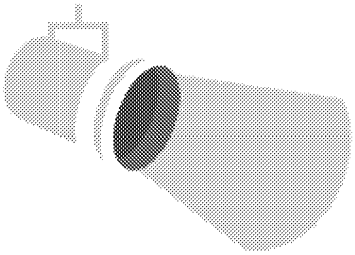
Direct deposit functionality

Bank of America has worked collaboratively with many California State Agencies to implement financial solutions that leverage technology commonly used in the commercial marketplace. As we look to move forward with the program we are ready to work with you to design additional disbursement options for your claimants, providing convenience and efficiencies. We closely monitor and engage with regulators, the Consumer Financial Protection Bureau (CFPB) and consumer advocacy groups regarding best practices in government benefit disbursements, including direct deposit options.

We are committed to supporting the EDD in the design and launch of direct deposit functionality. Based on our experience with other states, we can share best practices and work with you to settle on a design that accommodates both the needs of the EDD and your claimants. In fact, we have already identified an expert working team to support this effort. They have embarked on investigating viable options and when the EDD is ready to engage in design, we are ready to move forward with you.

Technology in motion: new convenience features for cardholders

We will continue to leverage emerging technologies and innovations in an effort to refine the EBP program and fully serve cardholders' evolving needs and preferences. To enhance the online claimant experience, in December 2014 we added new helpful cardholder education information to our website and will soon release enhanced mobile capabilities. The website can be accessed easily from any Internet enabled device. The modern look and feel of the site is complemented with easy and intuitive navigation.



Technology spotlight:

New cardholder conveniences coming in 2016

In early 2016, we will refresh the cardholder website with mobile enhancements.

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Continual enhancement of security and fraud prevention measures

Our EBP solution employs the highest level of security and fraud safeguards to the EDD, providing significant risk reduction. We provide a multi-faceted approach to combat fraud, leveraging our industry-proven disciplines for prevention, detection and issue resolution. Our systems and data have multiple layers of extensive security. Our platform provides secure URL access that includes encryption and password protection features. We also establish security roles for various users within your organization. For the claimant, the cards provide security measures which include activation, recipient authentication, fraud monitoring and a Personal Identification Number (PIN) for purchases and cash access. We will continue to support our agreed upon quarterly meeting schedule with the EDD to specifically discuss evolving fraud trends and formulate the most effective ways to protect EBP claimants from fraud.

Future commitment

As a part of our commitment to combat fraud, we are currently piloting the use of the Visa DPS Risk Services Manager (RSM) system for our Government Prepaid Card products. The fraud management tool will bring speed and control for additional fraud-rule creation or edits and provides a second layer of fraud mitigation. The system is also built to recognize misuse not fraud related and descriptive reason codes for authorization blocks versus suspected fraud declines. This ultimately reduces live agent minutes and cardholder frustration.

RSM allows immediate response to emerging fraud trends and the application of specific rules and actions to transaction activities within an hour. Blocks may be placed on accounts, a fraud case may be created and transactions may be declined in real time and/or transactions can be sent in real time to the fraud system for scoring and evaluation against authorization and case create rules. The tool provides deeper risk strategy segmentation and rules can be tested within against historical transaction data. There is additionally robust daily detail and monthly summary analysis reporting available to assist us with updating the EDD on current fraud trends within the program.

We fully intend to apply the most rigorous fraud detection procedures to the EBP Program. Bank of America will continue to document our fraud detection procedures and methodologies for the EBP and Bank of America will cooperate with the EDD's Investigation Division with regard to fraud investigations to the extent permissible by law.

Ready for a future of boundless possibility

When deeply-rooted knowledge meets technological agility, new possibilities emerge. Through our ongoing collaboration with the EDD, we continuously connect your claimants to the very best EBP solution available anywhere. We are fully committed to offering superbly responsive service and support, and we greatly value the partnership we have forged over the years.

At the core of the EBP program's success is our close working relationship with the EDD: together, we have successfully launched and managed this massive card program. We have distributed an unprecedented 5.8 million cards, processed nearly 750 million transactions and handled 15.5 million customer service calls. All components of this monumental program continue to run smoothly, securely and sustainably.

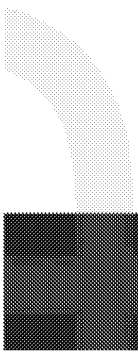
Now, as we stand at a critical juncture, we are fully prepared to build upon our shared success with enhancements that make the program even better, more convenient and more secure than ever. Together, we will reach new milestones, leveraging our solid understanding of your organizational needs and claimant preferences, and applying technology in strategic, intelligent ways.

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We are proud of our shared legacy with the state and the EDD. We are deeply committed to our current relationship, where we never stop finding ways to improve what we do and how we do it. Looking ahead, we anticipate a bright future that brings new and better opportunities to your organization and to the citizens of California.

We look forward to the next era of infinite possibilities. Let's get started.


Innovation




Bank of A

Section IV: Administrative Requirements

A. INTRODUCTION

In addition to meeting Section V Attachment V.2 Statement of Work-EBP Services Requirements of this RFP, Bidders must adhere to all administrative requirements of this RFP to be responsive. These include the rules in Section II Rules Governing Competition, the format specified in Section VII Proposal Format, completion of the worksheets specified in Section VI Revenue Share Model, and the Administrative Requirements of this Section IV.

Bank of America will adhere to all administrative requirements of this RFP including the rules in Section II Rules Governing Competition, the format specified in Section VII Proposal Format, completion of the worksheets specified in Section VI Revenue Share Model, and the Administrative Requirements of this Section IV.

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B. BIDDER RESPONSIBILITY

Prior to award of the contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five working days to submit the information requested. Types of financial responsibility information include annual reports and currently audited balance sheets for the firm that is bidding.

Bank of America assures the EDD that, as your current provider, we have all of the resources to successfully perform under the contract. We have a dedicated team of personnel with the necessary skills needed to meet your requirements, equipment of the appropriate type and in sufficient quantity, financial resources to complete performance under the contract, and experience in similar endeavors.

Through a partnership with Bank of America, the EDD will continue to benefit – as it has done since 2010 – from a program that evolves with your needs, leverages the latest product and technological advances, and delivers exceptional customer service. Our Prepaid Card program is specifically designed for government entities that are actively seeking new ways to reduce costs, lower their financial risk exposure and efficiently streamline the disbursement administration process. We have worked closely with many government organizations, including the EDD, developing intelligent solutions that create new efficiencies and take burdensome tasks off employees' desks. Your client team, key staff and extended prepaid card specialist resources are prepared to continue providing their knowledge, guidance, expertise and outstanding service as the EDD expands its program into the future.

If during the evaluation process the EDD requires additional information, we will gladly provide any requested information within the timeframes you establish.

Please reach out to your primary contact for this proposal, Senior Treasury Solutions Officer Dawn Haddock, at 916.326.7825, or to Senior Client Manager Jonathan Millard at 415.913.2834, with any questions you might have or for any additional information.

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C. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Bidders must submit a minimum of three (3) corporate references and three (3) staff references for key staff mentioned in this RFP: Project Manager, Technical Project Manager, and Project Scheduler.

We are pleased to present our qualifications and experience in managing the services requested in this Electronic Benefits Payment RFP. In this section we have provided corporate references for programs similar in scope and nature to the services described in this RFP, and staff references for the three key staff positions – Project Manager, Technical Project Manager and Project Scheduler. We have also completed the Staff Roles and Qualifications Matrix for each of the key staff positions and provided full resumes highlighting the skills and experience of these qualified individuals. Finally, we address our use of subcontractors for this project.

1. References

Corporate References

The corporate references must demonstrate an 80% satisfaction rating in order to satisfy the RFP requirements and proceed to Evaluation of Technical Proposals. Bidders must complete and submit the templates in Attachment IV.1 Corporate References and Attachment IV.2 Key Staff References. The EDD may contact customer references during the week following submission of proposals in order to validate the information provided by the Bidder and determine the customer's overall satisfaction with the services provided. It may prove beneficial, therefore, for the Bidder to verify that the contact information provided is up-to-date, and that the reference will be available during the period of time that the EDD will be validating references (see Evaluation of Proposals in Section I.I. Key Action Dates).

We have provided the references as required in Attachment IV.1 Corporate References and Attachment IV.2 References for Key Staff on the following pages.

The corporate reference information provided is up-to-date and clearly demonstrates an 80%+ satisfaction rating with our services. Bank of America has contacted each of the corporate references to ensure they are prepared to speak about our performance and that they will be available during the period of time when the EDD will be validating references. We strongly encourage the EDD to contact these references.

If the EDD requires additional information or references, please contact Senior Treasury Solutions Officer Dawn Haddock at 916.326.7825.

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Attachment IV.1 Corporate References

Three references are required to be submitted with the proposal. All reference forms must contain signatures. One reference may be for an ongoing project and two for completed projects OR three for completed projects. Projects should be similar in scope and nature to the services described in this RFP

References are provided on the following pages from the following organizations:

- State of New Jersey Department of Labor and Workforce Development
- Iowa Workforce Development
- South Carolina Department of Employment and Workforce

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Reference 1: State of New Jersey Department of Labor and Workforce Development

COMPANY NAME (BIDDER): **Bank of America, N.A.**

Note to Customer Reference: The Company above is providing you this customer reference form to verify your overall satisfaction of their performance for electronic debit card services. Performance will include scheduling, execution, quality of personnel, coordination, communication, and the final result. Work must have been performed within the last five (5) years to be considered.

Customer Reference Company Name: State of New Jersey Department of Labor and Workforce Development
Customer Reference Contact Person and Title: Ronald Marino, Assistant Commissioner
Customer Reference Contact Address: John Fitch Plaza, Trenton, NJ 08625
Telephone Number: 609.292.7586 Fax: 609.984.3508 email: Ronald.Marino@dol.state.nj.us
Dates of Project: Start: May 2010 End: Feb. 2011 Total Amount of Project: N/A
Brief Description of the services performed by the Contractor:
BOA was asked to provide prepaid debit cards to claimants who filed for Unemployment Insurance, Temporary Disability Insurance and Family Leave Insurance Benefits.

Customer Satisfaction Rating - On a scale from one (1) to ten (10) with ten being the highest rating, rate the Contractor's overall performance on the services provided.

How successful was Contractor in linking customer needs to deliverables to support your program?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 X 10 ____

How well did Contractor manage the project, complete expected tasks, and produce deliverables?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

Was the project completed within the originally proposed schedule?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 X 10 ____

Did the project meet the originally proposed budget?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 X 10 ____

How successful was the overall operational outcome of this project?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

Did the Contractor implement the project timely? Yes X No ____

If problems or issues developed during the course of the project, please explain. How well were these problems dealt with by the Contractor? No problems were encountered.

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein, and, to the best of my knowledge and belief, all information is accurate.

Signature, Customer Reference Contact Person

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Reference 2: Iowa Workforce Development

COMPANY NAME (BIDDER): **Bank of America, N.A.**

Note to Customer Reference: The Company above is providing you this customer reference form to verify your overall satisfaction of their performance for electronic debit card services. Performance will include scheduling, execution, quality of personnel, coordination, communication, and the final result. Work must have been performed within the last five (5) years to be considered.

Customer Reference Company Name: Iowa Workforce Development
Customer Reference Contact Person and Title: Michael Wilkinson, Chief Operations Officer
Customer Reference Contact Address: 1000 E. Grand Ave, Des Moines, IA 50319
Telephone Number: 515-281-4986 Fax: 515-281-7695 email: Michael.wilkinson@iwd.iowa.gov
Dates of Project: Start: March 2014 End: On-going Total Amount of Project: Not Applicable
Brief Description of the services performed by the Contractor:

Bank of America Merrill Lynch (BAML) is the IWD Pre-Paid debit Card provider for the Unemployment Insurance Program. The primary functions include ensuring accurate and timely distribution of UI funds to the Debit Cards, providing live and on-line customer service, and program reporting. BAML was awarded the contract with the state of Iowa in February 2014 following a formal RFP process in which there were five proposals. Immediately, BAML and IWD began the planning process to transition away from the previous vendor.

I was very impressed with the service and commitment BAML brought to this project and their on-going commitment to customer service. From the first planning meeting in March 2014 to implementation in July 2014, they always brought the appropriate players to the table, assignments were completed and never did we have to adjust the time line for implementation. In other words, we transitioned from a vendor we had used for six years, in four months and hit the original deadline agreed to by IWD and BAML. Their strategy and timeline for transition was excellent and provided our customers with very good information and quality marketing tools to make for a relatively seamless cutover.

Not only have they provided good pricing and access, but superb customer service. Since we transitioned to BAML problems and complaints from debit card customers have been minimal. Their customer service team does a good job

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resolving problems and their leadership is available to discuss issues. This has significantly reduced the workload on IWD staff. Since implementation, we have also started regular dialogue on fraud prevention. They have been an excellent vendor and partner.

Customer Satisfaction Rating - On a scale from one (1) to ten (10) with ten being the highest rating, rate the Contractor's overall performance on the services provided.

How successful was Contractor in linking customer needs to deliverables to support your program?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

How well did Contractor manage the project, complete expected tasks, and produce deliverables?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

Was the project completed within the originally proposed schedule?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

Did the project meet the originally proposed budget?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

How successful was the overall operational outcome of this project?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

Did the Contractor implement the project timely? Yes X No ____

If problems or issues developed during the course of the project, please explain. How well were these problems dealt with by the Contractor? **No problems. As long as Iowa stayed on task and kept up with our deliverables, there was no problem. BAML's process was so solid, and everyone's commitment from BAML, that it was nearly impossible to get off track. I was very impressed.**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein, and, to the best of my knowledge and belief, all information is accurate.

Signature, Customer Reference Contact Person

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Reference 3: South Carolina Department of Employment and Workforce

COMPANY NAME (BIDDER): Bank of America, N.A.

Note to Customer Reference: The Company above is providing you this customer reference form to verify your overall satisfaction of their performance for electronic debit card services. Performance will include scheduling, execution, quality of personnel, coordination, communication, and the final result. Work must have been performed within the last five (5) years to be considered.

Customer Reference Company Name: South Carolina Department of Employment and Workforce
Customer Reference Contact Person and Title: UI Benefits Department Manager
Customer Reference Contact Address: 1550 Gadsden Street, Columbia, SC 29201
Telephone Number: 803-737-2791 Fax: email: kcummings@dew.sc.gov
Dates of Project: Start: 2010 End: Ongoing Total Amount of Project: No cost to the agency

Brief Description of the services performed by the Contractor:
To date, Bank of America has issued over 300,000 prepaid debit cards to South Carolina citizens, providing a secure and prompt payment option to them. As a result of the move from printing and mailing millions of checks each year to utilizing either direct deposit or prepaid debit cards, DEW has realized millions of dollars in savings from reduced printing costs, mailing costs, and bank fees. We have had virtually no complaints from our customers about their experience with the debit cards, and our experience with Bank of America has been wonderful. I would highly recommend Bank of America for their debit card product and expertise in implementing a large scale debit card program.

Customer Satisfaction Rating - On a scale from one (1) to ten (10) with ten being the highest rating, rate the Contractor's overall performance on the services provided.

How successful was Contractor in linking customer needs to deliverables to support your program?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

How well did Contractor manage the project, complete expected tasks, and produce deliverables?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

Was the project completed within the originally proposed schedule?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

Did the project meet the originally proposed budget?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

How successful was the overall operational outcome of this project?
1 ____ 2 ____ 3 ____ 4 ____ 5 ____ 6 ____ 7 ____ 8 ____ 9 ____ 10 X

Did the Contractor implement the project timely? Yes X No ____

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If problems or issues developed during the course of the project, please explain. How well were these problems dealt with by the Contractor?

Any issues or problems are addressed quickly and completely.

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein, and, to the best of my knowledge and belief, all information is accurate.

Signature, Customer Reference Contact Person

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Key Staff References

As required in Attachment IV.2, References for Key Staff, on the following pages three references are provided for each of the key staff positions: Project Manager, Technical Project Manager, and Scheduler. Each reference is from clients to whom key staff provided services similar to those described in this RFP.

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Attachment IV.2 References for Key Staff

Bidders must submit a minimum of three (3) staff references for key staff (Project Manager, Technical Project Manager, and Project Scheduler) from the past five (5) years where staff provided services similar to those described in this RFP, using the templates below.

Project Manager Name: **Sabrina Clark**		
REFERENCES (most recent first)		
Name of Firm: California Employment Development Department		
Address: 800 Capitol Mall, Sacramento, CA 95814		
Contact Person: Sabrina Reed		Phone Number: 916-654-9140
Dates of service: May 2010 - Present	Email Address: Sabrina.reed@edd.ca.gov	
Brief description of service provided:	Project/Card Account Manager providing day to day program management and escalation contact for the EDD. Conducting program reviews and proactively providing program insights and best practices and ongoing operational reports.	

Project Manager Name: **Sabrina Clark**		
REFERENCES (most recent first)		
Name of Firm: Iowa Workforce Development Department		
Address: 150 Des Moines St, Des Moines, IA 50309		
Contact Person: Spomenka Schlumbohm		Phone Number: 515-725-3742
Dates of service: July 2014 - Present	Email Address: Spomenka.schlumbohm@iwd.iowa.gov	
Brief description of service provided:	Program/Card Account Manager providing day to day program management and escalation contact for the IWD. Conducting program reviews and proactively providing program insights and best practices and ongoing operational reports.	

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Project Manager Name: **Sabrina Clark**		
REFERENCES (most recent first)		
Name of Firm: State of Arizona – Treasurer Office		
Address: 1700 W Washington St, Phoenix, AZ 85007		
Contact Person: Lorraine Jones		Phone Number: 602-542-7819
Dates of service: July 2013 - Present	Email Address: lorraineJ@aztreasury.gov	
Brief description of service provided:	Project/Card Account Manager providing day to day program management and escalation contact for the State of Arizona's multiple programs. Conducting program reviews and proactively providing program insights and best practices and ongoing operational reports.	

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Technical Project Manager Name:	**Vicky McManus**	
REFERENCES (most recent first)		
Name of Firm:	North Carolina Department of Commerce, DES	
Address:	700 Wade Ave., Raleigh NC 27605	
Contact Person:	Coral Torgerson	Phone Number: 919-707-1763
Dates of service: March 2015 - present	Email Address: coral.torgerson@nccommerce.com	
Brief description of service provided:	Technology/Transition Manager responsible for working with client and internal staff for all technical aspects including file transmission set up and connectivity, file interfaces, testing, reporting, implementation into production. Overall responsibility for transitioning clients from existing vendors, including cardholder notification (letters, brochures, posters, reminder post cards), create mapping documents detailing key data elements to enroll existing cardholders to new programs, coordinate transmission connectivity set up/testing, interface testing, and production set up.	

Technical Project Manager Name:	**Vicky McManus**	
REFERENCES (most recent first)		
Name of Firm:	Iowa Workforce Development Department	
Address:	1000 E. Grand Ave., Des Moines IA 50319	
Contact Person:	Michelle Saddoris	Phone Number: 515-725-1057
Dates of service: February 2014 – July 2014	Email Address: michelle.saddoris@iwd.iowa.gov	

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Brief description of service provided:	Technology/Transition Manager responsible for working with client and internal staff for all technical aspects including file transmission set up and connectivity, file interfaces, testing, reporting, implementation into production. Overall responsibility for transitioning clients from existing vendors, including cardholder notification (letters, brochures, posters, reminder post cards), create mapping documents detailing key data elements to enroll existing cardholders to new programs, coordinate transmission connectivity set up/testing, interface testing, and production set up.

Technical Project Manager Name:	**Vicky McManus**	
REFERENCES (most recent first)		
Name of Firm:	California Employment Development Department Information Technology Branch	
Address:	751 N Street, MIC 79-4 Sacramento, CA 95814	
Contact Person:	Cheryl Mello	Phone Number: 916-654-6342
Dates of service: January 2005 – March 2012	Email Address: Cheryl.mello@edd.ca.gov	
Brief description of service provided:	As the *technical manager* was responsible for areas including: application support, network support, database administration, requirements confirmation and definition, and enhancements to automation. Also included all testing activities from test plan development, test coordination, script development to system, user and interface testing. Served as a dedicated project manager responsible for the day-to-day management of the project initiation and governance, application development, deployment and maintenance, issue and risk management, systems and automation, ongoing electronic pay card support. As the *transition manager* was responsible for the close out of the child support state disbursement project with focused efforts on transitioning the card program to the successor program. Responsibilities included successful transfer and completion of electronic pay card and banking services, web and phone payments, and data and image conversion.	

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Project Manager Name: **Roland Krajca**		
REFERENCES (most recent first)		
Name of Firm: Kansas Department of Labor		
Address: 401 SW Topeka Blvd, Topeka, KS 66603		
Contact Person: Brett Flachsbarth		Phone Number: 785.296.5000 x 2507
Dates of service: July 2014 – December 2014	Email Address: brett.flachsbarth@dol.ks.gov	
Brief description of service provided:	Overall Implementation Manager for UI debit card implementation project – define program configuration in conjunction with client, maintain implementation project plan, drive creation and production of card package materials, chair weekly status meetings, and serve as main point of contact for the implementation.	

Project Manager Name: **Roland Krajca**		
REFERENCES (most recent first)		
Name of Firm: Michigan UIA		
Address: 3024 W Grand Blvd, Suite L-500, Detroit, MI 48202		
Contact Person: Clayton Tierney		Phone Number: 313-456-3190
Dates of service: January 2014 – June 2014	Email Address: tierneyc@michigan.gov	
Brief description of service provided:	Overall Implementation Manager for UI debit card implementation project – define program configuration in conjunction with client, maintain implementation project plan, drive creation and production of card package materials, chair weekly status meetings, and serve as main point of contact for the implementation.	

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Project Manager Name: **Roland Krajca**		
REFERENCES (most recent first)		
Name of Firm: Iowa Workforce Development		
Address: 1000 E. Grand Avenue, Des Moines, IA 50319		
Contact Person: Michael Wilkinson		Phone Number: 512-281-4986
Dates of service: February 2014 – July 2014	Email Address: Michael.Wilkinson@iwd.iowa.gov	
Brief description of service provided:	Overall Implementation Manager for UI debit card implementation project – define program configuration in conjunction with client, maintain implementation project plan, drive creation and production of card package materials, chair weekly status meetings, and serve as main point of contact for the implementation.	

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Contract Termination for Default

If the contractor/subcontractor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the contractor's/subcontractor's nonperformance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the contractor/subcontractor to be at fault.

The Bidder shall include in their proposal full details of all terminations for default experienced by the contractor/subcontractor during the past five years, including the other party's name, address, and telephone number. Present the contractor/subcontractor's position on the matter. The State will evaluate the facts and may, at its sole discretion, reject the contractor/subcontractor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the contractor/subcontractor. In the case of multiple contractor/subcontractors submitting a proposal together, at its discretion, the State will evaluate the contractor/subcontractors in this regard individually or as a whole.

If no such terminations for default have been experienced by the contractor/subcontractor in the past five years, the Bidder shall so declare. The Bidder must include a statement swearing under penalty of perjury that no terminations for default have been experienced by the contractor/subcontractor in the past five years.

If the contractor/subcontractor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of the contract, during the past five years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

A contractor/subcontractor response that indicates that the requested information will only be provided if and when the contractor/subcontractor is selected as the apparently successful contractor/subcontractor is not acceptable and will result in the Bidder being rejected. Restricting the contractor/subcontractor response to include only legal action resulting from terminations for default is not acceptable and will result in the Bidder being rejected.

Bank of America is a large and diversified institution. Accordingly, it is not possible for the bank to perform definitive due diligence that spans both the five-year time period and the full panoply of bank departments and employees in preparing the bank's response to this inquiry. However, after due inquiry and to the best of its knowledge, Bank of America, N.A. responds, under penalty of perjury, that it is not aware of a contract between it and a government entity being terminated for default in the past five years.

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2. Resumes

The Resumes and Attachment IV.3 – Staff Roles and Qualifications Matrix must demonstrate the necessary EBP-related experience and qualifications to satisfy the minimum requirements of the RFP.

Resumes and Attachment IV.3 Staff Roles and Qualifications Matrix are included on the following pages. Each demonstrates the necessary EBP-related experience and qualifications necessary to satisfy the requirements of the RFP.

Resumes for each of the key staff positions are provided, including:

Project Manager: Sabrina Clark

Technical Project Manager: Vicky McManus

Project Scheduler: Roland Krajca

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Resumes

Sabrina Clark	**Role: Project Manager**
Sabrina Clark meets or exceeds all requirements for the position as Contract Administrator/Account Executive.	
Qualifications Summary	
▪ Ten (10) years experience managing and maintaining large scale operations projects ▪ Five (5) years experience designing developing, implementing and enhancing information systems over $50million ▪ Five (5) years experience as a project manager for Electronic Pay card Implementations, maintenance and operations or transitions for a government entity	▪ Six (6) years experience as technical lead for Electronic Pay Card ▪ Bachelor's Degree Business Administration, National American University ▪ Formal Training in the PMI PMP methodology
Relevant Work Experience	
2010 - Present	**Vice President, Program/Card Account Manager, Bank of America**
	▪ Manage both Public Sector and Commercial prepaid card programs as they transition from implementation to ongoing operations for life of contract ▪ Lead the day-to-day activities, including overall performance and contract compliance ▪ Serve as the primary point of contact between the Bank and the client ▪ Manage change management process in accordance the contract deliverables ▪ Provide leadership and coordinating activities of technical requirements definition, service design, interface development , testing and ongoing maintenance and operations ▪ Work closely with the EDD project manager and internal extended bank team to monitor and mitigate risk ▪ Conduct period program reviews with clients; provide feedback, guidance and best practice on program performance
2004-2010	**Operations/Outreach Director, First Data Corp., Government Division**
	▪ Oversaw the implementation, management and staffing of all operations functions with the CA State Disbursement Unit (SDU) – the largest child support payment processing center worldwide ▪ Managed a 24-hour shift workflow process and supervised multiple managers and supervisors with 20+ person teams ▪ Developed and managed outreach project designed to increase electronic disbursements to custodial parents including electronic payment cards ▪ Maintained quality standards and ensured processing standards and deadlines were met ▪ Managed the following operational areas: – Collections Processing and Reconciliation – Customer Services and Technical Help Desk – Quality Assurance – Disbursement processing

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Sabrina Clark	Role: Project Manager
1998-2004	**Senior Accountant, State of Minnesota Department of Child Support Services SDU**
	▪ Served as the state's project architect for the electronic conversion effort designed to realize a significant cost savings. ▪ Designing the EPC (pay card) solution which allowed unbanked customers to receive payments electronically ▪ Performed user acceptance testing ▪ Prepared education awareness/documentation ▪ Setting policy ▪ Manage call center staff
1994-1998	**Accounting Supervisor, State of Minnesota, MinnCor Industries**
	▪ Managed six correctional industries program encompassing printing shops to farm machinery ▪ Developed audit control procedures and inventory control processes ▪ Effectively managed inventory program to reduce program expenditures and waste ▪ Streamlined process for purchasing, receiving and invoicing of products which included preparing cost analysis for new and existing products
Education	
▪ B.S. Business Administration, National American University, St Paul, MN 1994	
Professional Certifications	
▪ Six Sigma Yellow Belt ▪ PMP – PMI Operations Management and the Organization Training	
Professional and Business Affiliations OR Technical Skills	
▪ Extensive knowledge of child support enforcement tracking systems such as PRISM, SWS/CSE CASES & ARS, Info Image, Unisys R&L Core and Custom application processing ▪ Call Center telecom applications: Avaya, CMS reporting, Onyx ticketing/tracking and FoxPro tracking ▪ Knowledge of ACH processing ▪ Experience with industry best practices, software testing tools such as Use Case, client/server architecture, TSO/ISPF, Microsoft Office Suite, Microsoft Project, Visio, IBM mainframe and midrange systems	

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Vicky McManus	**Role: Technical Project Manager**
Vicky McManus meets or exceeds all requirements for the position as Technical Project Manager.	
Qualifications Summary	
▪ Seven (7) years of experience as a Technical Project Manager or technical lead for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity ▪ Nine (9) years of experience in designing, developing, testing, implementing, enhancing and maintaining information systems over $50 million.	▪ Over thirty (30) years experience in managing, designing, developing, testing, implementing, enhancing and maintaining information systems ▪ Formal training in System Development Life Cycle methodology
Relevant Work Experience	
2002 - Present	**Vice President, Prepaid Card Technology Manager, Bank of America**
	▪ During past 3+ years, served as technology/transition manager for the Bank's most complex Public Sector and Commercial prepaid card programs from initial implementation kick-off through production steady-state for ongoing operations. ▪ Leveraged resources from across the bank, creating a structured approach to guide the transition from current vendors and providing clients with the necessary structure to monitor, coordinate and report on activities. ▪ Utilized best practices of our program management and system implementation methodologies and prior experiences in implementing successful programs. ▪ Responsibilities include oversight of project planning, analysis, design, system enhancements, prepaid card program setup, and implementations. ▪ Served as a key client contact responsible for client and internal communications, documentation, project deliverables, status updates, and addressing and resolving issues, risks, or change requests ▪ Overall responsibility for transitioning clients from existing vendors, including cardholder notification (letters, brochures, posters, reminder post cards), creating mapping documents detailing key data elements to enroll existing cardholders to new programs, coordinating transmission connectivity set-up/testing, interface testing, and production set-up.
	Vice President, CA State Disbursement Unit (SDU) Technology Manager, Bank of America
	▪ Performed multiple roles on CA SDU project, a $248MM effort to centralize child support payments in accordance with federal statute. ▪ As the *technical manager* was responsible for areas including: application support, network support, database administration, requirements confirmation and definition, and enhancements to automation. – Responsibilities included all testing activities from test plan development, test coordination, script development to system, user and interface testing. ▪ Once implemented and running in steady state, served as a dedicated project manager responsible for the day-to-day management of the project – Responsibilities included but not limited to project initiation and governance, application development, deployment and maintenance, issue and risk management, systems and automation, ongoing electronic pay card support. ▪ As the *transition manager* was responsible for the close-out of the child support state disbursement project with focused efforts on transitioning the card program to the successor program ▪ Responsibilities included successful transfer and completion of electronic pay card and banking services, web and phone payments, and data and image conversion.

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Vicky McManus	Role: Technical Project Manager
	Vice President, Global Corporate Systems Technology Manager, Bank of America
	▪ Responsible for project management, design, development and testing ▪ Managed teams of more than 35 associates and successfully implemented projects of major complexity ▪ Key driver in significantly improving the teams' abilities to deliver quality, on time, and on budget projects ▪ Managed performance, improved communications, implemented system software process, and a strong design and project methodology. ▪ Determined and addressed root cause problems, removed roadblocks, provided revised project plans and delivered quality results on time
1993 – 2002	**Technology / Project Manager, InterVoice-Brite**
	▪ As a senior manager in Professional Services, managed teams of up to 40 with multiple disciplines and emphasis on developing and mentoring leaders, satisfying clients with timely and accurate deliverables, defining processes to create efficiencies and aid sales while meeting corporate objectives ▪ As a senior project manager, managed multiple complex call center projects concurrently which resulted in consistently meeting or exceeding revenue goals by effectively managing cost, scope, deliverables, resources, risks, communications, issues, schedules, and system acceptance
1983 - 1991	**Technology Manager, Electronic Data Systems**
	▪ As a systems engineer (technology)manager, managed complex application software development projects through all aspects of the system life cycle process with a staff up to 50 members on time and within budget. Provided on-site training, managed project budgets and conducted salary/performance evaluations. Interfaced with internal and external business ▪ As a systems engineer, designed, coded, tested and implemented applications and maintained production systems within Cobol, VSAM, and CICS mainframe environments
Education	
▪ Computer Programming and Operations certification, Control Data Institute, Dallas, Texas	
Professional Certifications	
▪ Formal training in System Development Life Cycle methodology. Over 30 years experience in technical project management.	
Professional and Business Affiliations OR Technical Skills	
Experienced in various design, analysis, system development life cycle, testing and implementation methodologies.	

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Roland Krajca	**Role: Project Scheduler**
Roland Krajca meets or exceeds all requirements for the position as Project Scheduler.	
Qualifications Summary	
▪ Twelve (12) years of experience as an Implementation Consultant, Engineer and Manager encompassing implementation of both prepaid and credit-based card products. ▪ Seventeen (17) years of experience with all aspects of the Prepaid Card space.	▪ Twenty seven (27) years of overall banking experience at Bank of America.
Relevant Work Experience	
2011 - Present	**Vice President, Senior Prepaid Card Implementation Manager, Bank of America**
	▪ Serves as Implementation Manager on successful implementation of the organization's largest, and most complex prepaid card programs ▪ Successfully implement and transition Commercial Prepaid, CashPay and Reward Card programs for clients such as Church of Latter Day Saints, Ford, Michigan State Housing Development Authority, and University of Connecticut ▪ Lead transition efforts from all of the industry's largest providers and have successfully implemented more than eight (8) large state agencies in the last 24 months – each of them on-schedule including Arizona Unemployment and Child Support, Iowa Unemployment, Maryland Unemployment, Massachusetts Unemployment and Child Support, New Jersey Payroll, Michigan Unemployment, and Kansas Unemployment ▪ Serves as subject matter expert for Prepaid Card Implementation - review and approval of procedures and process documentation. ▪ Serves as trainer / mentor for new Prepaid Implementation associates
2010 - 2011	**Vice President, Works Implementation Engineer, Bank of America**
	▪ Served as Implementation Engineer on numerous successful implementations of Purchase Card, Travel Card and Epayables programs.
2003 – 2010	**Vice President, Prepaid Analyst / Prepaid Implementation Consultant, Bank of America**
	▪ Product and process support for all Prepaid Card products including CashPay and Commercial Prepaid Card responsibilities/relevant experience ▪ Coordinated the implementation of CashPay fee change project ▪ IVR Optimization Project – received Greenbelt Certification for this project ▪ Assisted in large scale system conversion from Wildcard Systems to Visa DPS ▪ Served as Implementation Consultant on numerous successful implementations of Commercial Prepaid Card, CashPay, Gift/Reward and State Agency Prepaid Card programs.
1998 – 2003	**Assistant Vice President, Prepaid Analyst, Bank of America**
	▪ Supported the initial Prepaid Card product launch. ▪ Worked closely with Product Management on all aspects of prepaid product management. ▪ Prepared Prepaid Card product reporting. ▪ Prepaid vendor management. ▪ Assisted in large scale system conversion from EDS to Wildcard Systems.

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Roland Krajca	**Role: Project Scheduler**
1996 – 1997	**Assistant Vice President, Fund Accountant, Bank of America**
	▪ Prepared Daily and monthly mutual fund valuations for a variety of funds including AMR International
1993 – 1995	**Assistant Vice President, Trust Transition Project Analyst, Bank of America**
	▪ Prepared monthly reporting for transition projects. ▪ Successfully completed numerous assigned projects related to the overall Trust Operations transition project.
1989 – 1992	**Officer, Payroll Accounting Analyst, Bank of America**
	▪ Prepared daily and monthly general ledger and DDA reconciliations
	▪ Prepared and submitted state and federal corporate tax payments
1987 – 1988	**Associate, Human Resources, Bank of America**
	▪ Financial planning for Corporate Human Resources
	▪ Analysis of HR Expenses
	▪ Projects
Education	
▪ 1987, University of Texas at Dallas, Bachelor of Science in Business Administration – Accounting Concentration	
Professional Certifications	
▪ 2005, Six Sigma Green Belt Certification	
Professional and Business Affiliations OR Technical Skills	
▪ 12 years experience in project and implementation methodologies.	

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Attachment IV.3 Staff Roles and Qualifications Matrix

Contractor Staff must possess at a minimum the experience, knowledge, skills, abilities, and certifications outlined in the RFP in order to be considered responsive to the RFP. Staff résumés are required in addition to this Matrix and can be submitted in individual formats. The Bidder should provide enough detail for each individual proposed to be evaluated. Complete the form below for the key staff assigned to the project and submit, along with résumés, in the proposal.

Project Staffing	
Mandatory Qualifications	
REQ #	**Description**
A	The Bidder's proposal must identify the following positions as key staff: • Project Manager • Technical Project Manager • Project Scheduler
B	The Bidder shall provide a resume of its staff or a subcontractor's staff assigned to or proposed to be assigned to the EBP Project

Bank of America's proposal identifies the following positions as key staff:

- **Project Manager**
- **Technical Project Manager**
- **Project Scheduler**

We have completed Attachment IV.3 Staff Roles and Qualifications Matrix (below) and have included staff resumes (above) for each of the key staff positions.

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Position: Project Manager		
Proposed Individuals Name: **Sabrina Clark**		
Mandatory Qualifications		Description of Specific Experience/Duration (years/months)
REQ#	Description	
1	**The Project Manager shall have a minimum of ten (10) years of experience managing information system implementations or maintenance and operations projects, with at least five (5) years of those ten (10) years managing projects over $50 million.**	Ms. Clark has more than 15 years experience managing information systems implementations or maintenance and operations project as the current Program/Card Account manager for the CA EDD EBP program and previously with the CA SDU program. Both programs exceeding $50million. In addition to these most recent projects, Ms. Clark was also the project architect for Minnesota Child Support electronic payment card program.
2	**The Project Manager shall have a minimum of five (5) years of experience in designing, developing, implementing, enhancing and maintaining information systems over $50 million.**	Ms. Clark more than five (5) years experience in designing and developing, implementing and enhancing the CA EDD program in her role as Technical Project Manager and currently Program/Card Account manager. In addition to the CA EDD program Ms. Clark also implemented the CA SDU EPC card and the Minnesota State Disbursement Unit Child Support electronic payment card program
3	**The Project Manager shall have a minimum of three (3) years of experience as a Project Manager for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity.**	Ms. Clark has five (5) years experience working as the project manager for the CA EDD EBP program in this roles she has responsibility for implementation as well as the ongoing maintenance of the program. In addition to the CA EDD EBP, Ms. Clark implemented the largest state disbursement unit in the country for the California State Disbursement program. Upon completion of implementation Ms. Clark then assumed the ongoing daily operations and maintenance of the CA SDU.
Desirable Qualifications		Description of Specific Experience/Duration (years/months)
REQ #	Description	
4	**The Bidder should describe the Project Manager's years of experience managing information system implementations or maintenance and operations projects, including experience managing projects over $50 million.**	Ms. Clark has more than 10 years experience managing large implementation projects as well and ongoing operations and maintenance. Ms. Clark was the Technical Project Manager for the CA EDD EBP program, in which she led the technical JAD session, and development and testing life cycle. Ms. Clark then transition into the Program/Card Account management role subsequent to cutover to ongoing operations. In her role as the Director of Operations for the CA SDU, she was responsible for the collections, disbursements and technical help desk units. Working with the Technical Project Manager to develop new system for processing incoming and outgoing Child Support payments. Both programs exceeded $50 million.

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Desirable Qualifications		Description of Specific Experience/Duration (years/months)
REQ #	Description	
5	**The Bidder should describe the Project Manager's years of experience as a Project Manager for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity.**	Prior to assuming her current role as the Program/Card Account manager, Ms. Clark was the Technical Project Manager for the CA EDD EBP program. As the Technical Project Manager, Ms. Clark was responsible for all facets of design, development and testing activities associated with the EBP program. She worked closely with the CA EDD Project Manager to ensure all activities and tasks were completed timely and in accordance with the contract requirements. Ms. Clark was also the project architect for the Minnesota Child Support program in which she lead the design, development and testing of the electronic pay card implementation for unbanked custodial parents.
6	**The Project Manager should have a current Project Management Institute (PMI) Project Management Professional (PMP) Certification.**	Ms. Clark completed the PMP-PMI Operations Management and the Organization training class in 2009.

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Position: Technical Project Manager		
Proposed Individuals Name: **Vicky McManus**		
Mandatory Qualifications		Description of Specific Experience/Duration (years/months)
REQ #	Description	
7	**The Technical Project Manager shall have a minimum of three (3) years of experience as a Technical Project Manager or technical lead for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity.**	Ms McManus has seven (7) years experience managing Electronic Pay Card implementations, maintenance and transitions for 9 government entities. Ms McManus served as the technical project manager for the largest state disbursement unit in the country for the California State Disbursement program. Upon completion of implementation Ms. McManus assumed the technical manager role for ongoing technical enhancements and systems maintenance of the CA SDU. Ms McManus also served as the technical transition manager for the CA SDU insuring a smooth transition to new vendor and shut down of the SDU facility.
Desirable Qualifications		
8	**The Bidder should describe the Technical Project Manager's length of experience in designing, developing, testing, implementing, enhancing and maintaining information systems over $50 million.**	Ms McManus has nine (9) years experience as a technical project manager in designing, developing, testing, implementing, enhancing and maintaining information systems over $50 million. Ms McManus was responsible for areas including: application support, network support, database administration, requirements confirmation and definition, and enhancements to automation. Responsibilities included oversight of project initiation and governance, analysis, design, application development, deployment and maintenance, issue and risk management, ongoing electronic pay card support. Other responsibilities included oversight of all testing activities from test plan development, test coordination, script development to system, user and interface testing.

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Desirable Qualifications		
REQ #	Description	
9	**The Bidder should describe the Technical Project Manager's length of experience as a Technical Project Manager or technical lead for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity.**	Ms McManus has seven (7) years of experience as a Technical Project Manager for Electronic Pay Card implementations and transitions for government entities. Responsibilities included oversight of project planning, analysis, design, system enhancements, prepaid card program setup, and implementations. Ms McManus served as a key client technical contact and was responsible for client and internal communications, documentation, project deliverables, status updates, and addressed and resolved issues, risks, or change requests Ms McManus has overall responsibility for transitioning clients from existing vendors, including cardholder notification (letters, brochures, posters, reminder post cards), create mapping documents detailing key data elements to enroll existing cardholders to new programs, coordinate transmission connectivity set up/testing, interface testing, and production set up.
10	**The Technical Project Manager should have a current certification for Practitioner's or Manager's Certificate in ITIL IT Services Management.**	Ms McManus has formal training in System Development Life Cycle methodology. Ms McManus has over 30 years experience in technical project management.

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Position: Project Scheduler		
Proposed Individuals Name: **Roland Krajca**		
Mandatory Qualifications		Description of Specific Experience/Duration (years/months)
REQ #	Description	
11	The Project Scheduler shall have a minimum of five (5) years of experience developing and maintaining schedules for information system projects over $50 million.	Mr. Krajca has implemented some of the Bank's largest and most complex Prepaid programs for more than 10 years, including public sector and private sector programs. This includes programs over $50 million.
12	The Project Scheduler shall have experience maintaining project schedules for at least two (2) information technology projects of over one (1) million dollars.	Mr. Krajca has maintained project schedules and successfully implemented more than eight (8) state agency level prepaid card program of over one (1) million dollars.
13	The Project Scheduler shall have experience in the development of a WBS for information technology projects of over one (1) million dollars for at least two (2) projects.	Mr. Krajca has seven (7) years experience developing and using a WBS (work breakdown structure) to manage implementation projects.
14	The Project Scheduler shall have experience with and working knowledge of PMI project management methodology for at least two (2) projects.	Mr. Krajca has two (2) years experience using Symphony Global Project Methodology to manage prepaid card implementation projects.
Desirable Qualifications		
15	The Bidder should describe the Project Scheduler's length of experience developing and maintaining schedules for information system projects over $50 million.	Mr. Krajca has implemented some of the Bank's largest and most complex Prepaid programs for more than 10 years, including public sector and private sector programs. This includes programs over $50 million.
16	The Bidder should describe the Project Scheduler's years of experience maintaining project schedules for at least two (2) information technology projects of over one (1) million dollars.	Mr. Krajca was the implementation manager for the following card implementation projects and maintained the overall project schedule for each: Arizona Unemployment and Child Support, Iowa Unemployment, Maryland Unemployment, Massachusetts Unemployment and Child Support, New Jersey Payroll, Michigan Unemployment, and Kansas Unemployment.
17	The Bidder should describe the Project Scheduler's years of experience in the development of a WBS for information technology projects of over one (1) million dollars for a minimum of two (2) projects.	Mr. Krajca has developed and used a WBS for the following implementation projects: Arizona Unemployment and Child Support, Iowa Unemployment, Maryland Unemployment, Massachusetts Unemployment and Child Support, New Jersey Payroll, Michigan Unemployment, and Kansas Unemployment.
18	The Bidder should describe the Project Scheduler's years of experience with and working knowledge of PMI project management methodology for a minimum of two (2) projects.	Bank of America uses the Symphony Global Project Methodology. Mr. Krajca has used this methodology on all of implementation projects completed over the last 2 years.
19	The Bidder should describe the Project Scheduler's length of experience using Microsoft Project 2003 or a later version.	Mr. Krajca has experience using Microsoft Project, although Bank of America also utilizes other tools during implementation and transition processes.

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Desirable Qualifications		
REQ #	Description	
20	**The Project Scheduler should have a current Project Management Institute (PMI) Project Management Professional (PMP) Certification.**	Bank of America uses the Symphony Global Project Methodology. Mr. Krajca has used this methodology on all of implementation projects completed over the last two (2) years. In addition, Mr. Krajca has Six Sigma Green Belt certification.

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3. Subcontractor Requirement

Any subcontractor that the Contractor engages to fulfill the requirements of this Agreement, and which is expected to receive more than ten percent (10%) of the value of the Agreement, must meet all contractual requirements of the contract including three (3) company references. References will not be accepted from individuals currently working as employees of the Contractor. Complete and submit Attachment IV.4 List of Subcontractors if subcontractors are going to be used on this project.

The bank is not using any subcontractors to fulfill the requirements of this Agreement. Therefore, Bank of America has not completed Attachment IV.4 List of Subcontractors, although the blank form is included on the following page.

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Attachment IV.4 List of Subcontractors

(Mandatory if subcontractor(s) receive 10% of the contract value.)

For purposes of this contract only, list all subcontractors who will perform any tasks described in the Statement of Work. Bidder shall identify which subcontractor(s) shall provide services to be sub-contracted.

Name of Firm			
Street address	City	State	Zip
Contact Person	Telephone number ( )		
% of service of total contract	Value or cost of service		
Brief description of service provided			

Attach additional pages if necessary.

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D. PROJECT STAFFING

This section presents requirements for project staffing which reflect the mandatory and minimum staffing needs for the EBP Project. Each position has minimum experience requirements. Bidder staff will be required to complete and sign Form 700, Statement of Economic Interest, when commencing work on the EBP Project.

Bank of America is pleased to present our response to the project staffing requirement. For each of the three key positions – Project Manager, Technical Project Manager and Project Scheduler – the hand-selected individuals have significant tenure and experience with electronic benefit payments (EBP). All key staff members have, at a minimum, a college level education and all exceed their respective requirements.

Sabrina Clark has been selected to continue to serve as the Project Manager, Vicky McManus will serve as the Technical Project Manager, and Roland Krajca will serve as the Project Scheduler.

The line of authority will be Project Manager, Technical Project Manager, and Project Scheduler. In the event that Ms. Clark is unavailable for any extended period of time, she will make a prior designation to the Technical Project Manager, Ms. McManus, who will then have the authority to make decisions and act on behalf of the Project Manger, Ms. Clark.

All three individuals have extensive experience with state government electronic benefits payments programs, and all are extremely familiar with the EDD's program, in particular. We have taken great care in making sure that the key individuals not only exceed the mandatory qualifications, but also meet all the desirable qualifications.

Regarding Form 700, Statement of Economic Interest, key staff will complete and sign the applicable or appropriate form if required by statute upon commencement of the new contract.

We have detailed the outstanding qualifications of our key staff in the attached resumes, and have demonstrated how our key staff meets and exceeds the requirements in Attachment IV.3 Staff Roles and Qualifications Matrix.

During the term of the Contract, the EDD reserves the right to approve or disapprove the Bidder's staff, including but not limited to any subcontractor's staff assigned to the project. Additionally, the EDD reserves the right to review and approve or disapprove any proposed changes of staff or staffing levels.

We recognize that during the term of the Contract, the EDD reserves the right to approve or disapprove staff. To minimize the likelihood of EDD having to disapprove any of our staff, we have gone through a rigorous process in selecting only the most experienced, qualified individuals with the highest skill levels. One of our competitive strengths is our people and the quality of service they provide to our clients. In the event that the EDD has a concern about any member of the assigned project team, the bank requests the opportunity to resolve the matter prior to the person being removed from the team. However, if an employee needs to be replaced for any reason, the bank will work diligently to find a replacement acceptable to the EDD.

Most importantly, we continue to support the EDD with the same core team that manages your program today and has successfully done so for the last five years. This includes not only Sabrina Clark, but our Product Manager and Operations Manager (oversees call center, transaction processing and card production).

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- **Project Manager**

  The Project Manager is the primary point of contact between the Bidder and the EDD. He/she monitors, controls and coordinates all Bidder resources and activities, and ensures that appropriate resources are available during the term of the contract.

  Bank of America is proposing the seamless continued support of your Sacramento-based and current key Project Manager, Sabrina Clark. Sabrina has more than 20 years experience in government programs with over 15 years of large project implementations. Her experience includes project management, operations management and technical project management. Sabrina's accomplishments include implementing the largest state disbursement unit for the collection and disbursement of child support payments in the country (California) and performing the function of Technology Manager in the implementation of the CA EDD EBP program, the largest unemployment prepaid card program in the country. She has had formal training in PMI PMP methodology and holds a Bachelor of Business Administration degree from the National American University. Just some of her qualifications include:

  - Five (5) years experience working as the project manager for the CA EDD EBP program
  - More than 15 years experience managing information systems implementations and/or maintenance and operations projects
  - Over 10 years experience designing, developing, testing, implementing, enhancing and maintaining information systems over $50 million

  As Project Manager, Ms. Clark serves as the EDD's primary contact and will continue to monitor, control, and coordinate all Bank of America resources and activities. Ms. Clark will ensure that appropriate resources are available during the term of the contract.

  The Project Manager leads the Bidder's implementation and day-to-day activities, including overall performance and contract compliance. He/she is responsible for the quality and timely completion of tasks and deliverables, monitoring and control of the project schedule, resolution of issues and mitigation of risks.

  As the current Project Manager, Ms. Clark will continue to manage the overall program on a daily basis and will oversee the EDD's card program throughout the life of the contract. As your Project Manager, Sabrina is EDD's first point of contact and is responsible for the programs overall performance and the bank's contract compliance. She works in close partnership with your bank client manager, treasury sales officer and product and platform managers and is supported by our Prepaid Client Support group. She is also responsible for the quality and timely completion of tasks and deliverables, monitoring and control of the project, resolution of issues and mitigation of risks.

  The Project Manager works closely with the EDD Project Director and State staff, and will periodically (weekly, monthly or as required) present the status of project activities through written reports, oral briefings and participation in meetings.

  Ms. Clark has worked to build a successful relationship with the EDD Project Director and State staff and will continue to work closely with the team. The participation in bi-monthly CA EDD executive leadership reviews will continue as agreed, ensuring that efficiencies continue and your program needs are met. Sabrina also serves as an escalation contact for prepaid-specific items including information systems matters after implementation, financial reporting issues after implementation and customer service matters.

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Ms. Clark was carefully chosen to continue the role as Project Manager, as she has significant experience directly related to this project and has demonstrated high performance and established herself as a trusted extended member of the CA EDD team. As detailed in Attachment IV.3 Staff Roles and Qualifications Matrix, as well as in her resume, Ms. Clarks experience and skills are extensive. It is our belief that no competitor can offer a more qualified Project Manager for the EDD EBP program.

- **Technical Project Manager**

  Bank of America is proposing Vicky McManus as the Technical Project Manger. Ms. McManus is an implementation technician dedicated to government prepaid card programs. She manages the most technical aspects of a transition — technical integration, data file formats and reporting requirements. She also manages the cardholder communications and notifications to ensure a smooth transition of existing cardholders — State communication timeline and event plans, transition material development, activation reminders and internal financial center communications.

  Since January 2013, Vicky has worked on teams responsible for the successful transition and development of government prepaid card programs in Massachusetts, Maryland, Arizona, Michigan, Iowa, Kansas and North Carolina. Vicky joined the bank in 2002 and brings more than 30 years of technical and project management experience to the team.

  The Technical Project Manager facilitates the system design process and ensures that the Bidder provides appropriate technical resources during the design, development and implementation of the EBP service. He/she provides leadership and coordinates resources in support of technical requirement definition, service design, interface development, testing, and ongoing maintenance and operations.

  As the Technical Project Manager, Ms. McManus facilitates system design processes and works to ensure that Bank of America provides appropriate technical resources during the design, development, and implementation of the EBP services. As detailed in the RFP Attachment IV.3 Staff Roles and Qualifications Matrix, as well as in her resume, Ms. McManus has extensive technical knowledge and experience and directly relevant experience from multiple other large-scale projects.

  The Technical Project Manager will participate in the system requirements definition and design, interface design and development, testing and resolution of ongoing operation issues. He/she will develop and design all system design reports, technical deliverables and work authorizations.

  Ms. McManus provides leadership and coordinates resources in support of technical requirement definition, service design, interface development, testing, and ongoing maintenance and operations. These are tasks very familiar to Ms. McManus, as she brings more than 30 years of directly relevant technical and project management experience to the Technical Project Manager role.

  The Technical Project Manager works closely with the EDD Project Team (including the Project Manager and Technical Manager) and State staff, and will periodically (weekly, monthly or as required) present the status of technical project activities through written reports, oral briefings and participation in meetings.

  Ms. McManus will work closely with the EDD Project Team, including the EDD Project Manager and EDD Technical Manager, as well as State staff, and will periodically present the status of technical project activities through written reports, oral briefings and participation in meetings as required by the EDD.

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As with Project Manager Sabrina Clark, Ms. McManus has been carefully selected for the role of Technical Project Manager, given her significant experience and skills directly related to this project. As detailed in Attachment IV.3 Staff Roles and Qualifications Matrix and in her resume, Ms. McManus will serve as an excellent Technical Project Manager.

Highlights of her extensive experience are as follows:

- Seven (7) years of experience as a Technical Project Manager or technical lead for Electronic Pay Card implementations, maintenance and operations or transitions for a government entity
- Nine (9) years of experience in designing, developing, testing, implementing, enhancing and maintaining information systems over $50 million
- Over thirty (30) years experience in managing, designing, developing, testing, implementing, enhancing and maintaining information systems
- Formal training in System Development Life Cycle methodology

- **Project Scheduler**

Bank of America is proposing Roland Krajca as the Project Scheduler. Mr. Krajca has served as Project Scheduler on many large and high profile projects in the past.

Mr. Krajca joined Bank of America in 1987 and currently works in Client Fulfillment. He has more than 10 years of prepaid implementation experience and 15 years of overall prepaid product experience. Roland has led the bank's largest and most complex state agency implementations and transitions. In the last two years, teaming with Vicky McManus, Roland has led transition efforts from all of the industry's largest providers and implemented more than eight state agencies – each of them on-time.

Successful and recent implementation and transition efforts include: Arizona Unemployment and Child Support, Iowa Unemployment, Maryland Unemployment, Massachusetts Unemployment and Child Support, Michigan Unemployment, Kansas Unemployment and North Carolina Unemployment.

Roland has unmatched industry expertise in the implementation and transition of large state agency programs that require strong communication and project management skills, and a deep understanding of the sensitivity and importance of these government payments.

Highlights of his extensive experience are as follows:

- Twelve (12) years of experience as an Implementation Consultant, Engineer and Manager encompassing implementation of both prepaid and credit-based card products
- Seventeen (17) years of experience with all aspects of the Prepaid Card space.
- Twenty seven (27) years of overall banking experience at Bank of America.

The Project Scheduler creates and maintains the schedule for planning and implementation activities. The schedule must include all tasks and activities required to be performed by the Bidder or the Bidder's subcontractors, the EDD and any other individuals or organizations whose activities affect the project. The schedule will also show task dependencies and allow critical path analysis, and will be sufficiently detailed to support advance scheduling and allocation of resources for all involved parties.

Roland Krajca creates and maintains the schedules for planning and implementation activities. The schedules all tasks and activities required to be performed by the Bank of America and the EDD and any other individuals or organizations whose activities affect the project.

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Mr. Krajca is experienced in creating project schedules with a work breakdown structure (WBS), which show task dependencies and allow critical path analysis, and which are sufficiently detailed to support advance scheduling and allocation of resources for all involved parties.

The Project Scheduler also develops and maintains any other schedules needed to successfully manage the project, including work authorization schedules, as required. The Project Scheduler works closely with the EBP Project Team.

Mr. Krajca will develop and maintain any other schedules needed to successfully manage the project, including work authorization schedules, as required. As proven in past project performance, Mr. Krajca has developed and maintained multiple schedules simultaneously. He will work closely with the EBP Project Team.

Mr. Krajca, too, was selectively chosen for the role of Project Scheduler due to his significant experience and deep skill set directly related to this project. As detailed in Attachment IV.3 Staff Roles and Qualifications Matrix, as well as in his attached resume, Mr. Krajca will serve as an excellent and highly qualified Project Scheduler.

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E. ADMINISTRATIVE REQUIREMENTS DOCUMENT CHECKLIST

The Administrative Requirements Document Checklist below is provided for Bidders to confirm that all administrative requirement items are contained in their proposal. For the proposal to be responsive, all required documents must be returned. The need to verify that all documentation is submitted with a proposal cannot be overemphasized as failure to submit the required documents referenced on this checklist may cause the proposal to be rejected.

Bank of America is pleased to confirm that all administrative requirement items are contained in our proposal response.

DOCUMENT NAME	REQUIRED	✓
Cover Letter	Yes	✓
Corporate References (Attachment IV.1)	Yes	✓
References for Key Staff (Attachment IV.2)	Yes	✓
Staff Roles and Qualifications Matrix (Attachment IV.3)	Yes	✓
List of Subcontractors (Attachment IV.4).	If Applicable	N/A
Minimum Qualifications Certification (Attachment IV.5)	Yes	✓
Financial Responsibility Information (Attachment IV.6)	Yes	✓
Registered to do Business in California.	Yes	✓
State's Contractor Certification Clauses (CCC-307)	Yes	✓
Small Business (SB) Certification (Attachment IV.7)	If Applicable	N/A
Employee Confidentiality Statement (Attachment IV.8)	Yes	✓
Indemnity Agreement (Attachment IV.9)	Yes	✓
Information Security Certification (Attachment IV. 10)	Yes	✓
Darfur Contracting Act (Attachment IV.11)	Yes	✓
Certification Regarding Lobbying (Attachment IV.12)	Yes	✓
Disclosure of Lobbying Activities (Attachment IV.13)	Yes	✓
Certification Regarding Debarment (Attachment IV.14)	Yes	✓
Iran Contracting Act Certificate (Attachment IV. 15)	Yes	✓
Certificate of Insurance (COI) Requirements	Upon Award	✓
Target Area Contract Preference Act (TACPA)	If Applicable	N/A
Payee Data Record (STD 204)	Upon Award	✓
PCI DSS Certification	Yes	✓
Bidder Declaration Form(GSPD-05-105) and DVBE Declaration-STD. 843	Yes	✓

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F. COVER LETTER

A cover letter shall be signed by an individual who is authorized to bind the responding firm contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned response shall be rejected. The cover letter must include the following:

a. The Bidder's name, address, telephone number, email address, and fax number;

b. The name, title or position, and telephone number of the individual signing the cover letter;

c. The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter;

d. A statement expressing the Bidder's willingness and ability to perform the work as described in this RFP and to provide services and work products within the timeframes specified for each deliverable;

e. A statement that the Bidder agrees to the General Terms and Conditions of this RFP and attests that they have read and will comply with the requirements set forth in this RFP without change or modification.

The Cover Letter is provided as the first page of our proposal. The Cover Letter addresses items a-e and is signed by an individual who is authorized to bind the responding firm contractually – Director, Senior Treasury Solutions Officer Dawn Haddock.

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G. MINIMUM QUALIFICATIONS CERTIFICATION

The Bidder must substantiate that the firm satisfies each of the following minimum qualifications to the EDD's satisfaction, to be given further consideration for a contract award. The statement must contain sufficient information as prescribed to assure the EDD of its accuracy. Failure to provide complete information, based on the EDD's sole judgment, will result in the immediate rejection of the proposal. Bidders must complete Attachment IV.5 Minimum Qualifications Certification and submit in their proposal to certify.

Bank of America meets the minimum qualifications detailed in Attachment IV.5 Minimum Qualifications Certification. Please see completed and signed certification on the following pages.

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Attachment IV.5 Minimum Qualifications Certification

The Bidder must substantiate that the firm satisfies each of the following minimum qualifications to the EDD's satisfaction, to be given further consideration for a contract award. The statement must contain sufficient information as prescribed to assure EDD of its accuracy. Failure to provide complete information, based on EDD's sole judgment, will result in the immediate rejection of the proposal.

At the time of bid submittal, the Bidder must meet the following requirements:

1. **Be a State of California Depository Bank.**

   Bank of America, N.A. is a State of California Depository Bank.

2. **Be a member of the Federal Reserve System.**

   Bank of America, N.A. (FDIC Cert: 3510) has been a member of the Federal Reserve System since 1934.

3. **Be capable of providing the banking services required by the EDD.**

   As demonstrated throughout our proposal, and as we have proven through our current contract with the EDD, Bank of America is fully capable of providing the banking services required by the EDD.

4. **Be sufficiently capitalized to accommodate the EDD's cash management needs.**

   Bank of America is sufficiently capitalized to accommodate the EDD's cash management needs.

   Bank of America is one of the world's largest financial institutions, serving individual consumers, small- and middle-market businesses and large corporations with a full range of banking, investing, asset management and other financial and risk management products and services. The company provides unmatched convenience in the United States, serving approximately 48 million consumer and small business relationships with approximately 4,800 retail banking offices and approximately 15,200 publicly-accessible ATMs and award-winning online banking with 31 million active users and approximately 17 million mobile users. The company serves clients through operations in more than 40 countries.

   A key priority for Bank of America Merrill Lynch has been to strengthen our balance sheet by selling non-core assets, generating capital and maintaining strong liquidity levels. Trends show sustained improvement in capital generation, which is a clear demonstration that our execution is in line with our priorities.

   ### Financial highlights

   Q1-15 net income of $3.4 billion

   - Total revenue, net of interest expense, on a fully taxable-equivalent basis was $21.4 billion, compared to $22.7 billion in the first quarter of 2014

   Capital and liquidity remain strong

   - More than $2.1 trillion in total assets, more than $1.1 trillion in deposits and more than $872 billion in loans/leases
   - Estimated common equity Tier 1 ratio under Basel III (standardized approach, fully phased-in) increased to 10.3% in Q1-15; advanced approaches 10.1% in Q1-15
   - Record global excess liquidity sources of $478 billion, up $51 billion from Q1-14; time-to-required funding at 37 months

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002603

Improved credit/loan activity

- Credit quality continued to improve with net charge-offs declined $384 million or28 percent, from Q1-14 to $1.0 billion; net charge-off ratio falling to 0.47% in Q1-15 from 0.62% in the year-ago quarter
- Global Banking increased period-end loans by $6 billion from Q1-14 to $296 billion

We are uniquely positioned to sustain an economic challenge, which in turn provides us with greater capital strength in pursuing technologically-enhanced product solutions. The bank has a clear vision with regard to these evolving technologies and how to best capitalize on this changing environment to benefit our clients, including the EDD.

For the latest financials and credit ratings, visit www.bankofamerica.com/investor.

5. **Have established bank branches and ATMs located throughout the State of California.**

   Bank of America currently has 911 financial centers and 3,745 publicly-accessible ATMs in the State of California.

6. **Possess five (5) years experience performing Electronic Payment Services work similar in nature and size to that described in the Statement of Work (SOW), Attachments V.1 and V.2.**

   Bank of America exceeds the requirement of possessing five years experience performing Electronic Payment Services. As the EDD is well aware, we have successfully administered the EDD's program, the largest state unemployment insurance card program in the nation, since 2010.

   Bank of America has provided services to the public sector since 1910. In 1982, we formed our the Public Sector Banking group to address specific needs of federal, state and local government clients. We have relationships with 92% of state governments and 76% of the top 50 cities by population.

   We have offered prepaid card solutions for more than 15 years – we have been a well-recognized leader in the prepaid card industry since 1998. As an industry leader, we offer a wide range of transaction processing, card acquisition, marketing, design, card fulfillment and customer service capabilities. We are a leading provider of government state agency prepaid card programs, with 25 active programs covering 17 states, and counting. Additionally, we provide prepaid payroll, commercial payments and reward card programs to hundreds of clients. Our multi-level government prepaid experience is critical for statewide EBP programs like the EDD's.

   We are the issuer for a growing number of state agency disbursement card programs in multiple states, including Arizona, New Jersey, Maryland, Washington, Georgia, Iowa, South Carolina and many others. Our top unemployment programs have been reviewed most favorably by the National Consumer Law Center 2011 and 2013 reports on Unemployment Compensation Prepaid Cards. Today, our programs provide best-in-class service to more than 5,000,000 cardholders.

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Bank of America Merrill Lynch was named "Best Overall Identity Safety in Banking" for nine consecutive years by Javelin Strategy & Research — a leading provider of independent industry specific quantitative research. We participate in a quarterly risk management program to monitor fraud-related activities specifically related to the continual testing of our prepaid debit card programs and we are committed to working with and bringing to our government agency clients our expertise on fraud-related areas of concern.

Our ongoing commitment to provide comprehensive prepaid card programs includes substantial investment. Since 2010, the bank and our processing and cardholder call center partners have invested more than $100 million in our employees, technology and servicing infrastructure. This investment has directly improved operations and platform efficiency, reporting options and web-based administration. We are fully committed to providing best-in-class programs to our government clients, helping them achieve their expense savings and efficiency goals.

As the nation's largest issuer of debit cards, Bank of America Merrill Lynch has the processing platform strength and customer service experience that can best partner with the EDD to continue to develop and grow this program.

7. **Have experience providing Electronic Pay Card Services to or for a public entity as a contractor or a subcontractor.**

As demonstrated above, Bank of America has extensive experience providing Electronic Pay Card Services to numerous clients over many years. We have successfully implemented state agency disbursement card programs in multiple states, including California, Arizona, New Jersey, Maryland, Washington, Georgia, Iowa, South Carolina and many others.

We are a leading provider of government state agency prepaid card programs, with 25 active programs covering 17 states. Additionally, we provide prepaid payroll, commercial payments and reward card programs to hundreds of clients. Our programs provide best-in-class service to more than 5,000,000 cardholders.

Listed below are the 17 states in which we currently support 25 large state agency card programs.

State agency card programs	
State of Arizona	State of New Hampshire
State of California	State of New Jersey
State of Georgia	State of New York
State of Iowa	State of North Carolina
State of Kansas	State of South Carolina
Commonwealth of Kentucky	State of Texas
State of Maryland	Commonwealth of Virginia
Commonwealth of Massachusetts	State of Washington
State of Michigan	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002605

Industry leader in prepaid card

Bank of America has been a well-recognized leader in the prepaid card industry since 1998; therefore, our experience is well-suited to provide government prepaid card services to the EDD. As the nation's largest issuer of debit cards, the bank has the processing platform strength and customer service experience that can best partner with the EDD to help you move the program into the future.

Prepaid government card expertise: unrivaled

According to a June 2012 and 2013 Nilsson report, we are the fastest growing U.S. prepaid card issuer of the top 15 prepaid issuers. Since we have offered a prepaid card program for over 15 years, we have become an industry leader offering a wide range of transaction processing, card acquisition, marketing, design, card fulfillment and customer service capabilities.

Current provider of hundreds of prepaid card programs

Bank of America supports hundreds of recurring payroll, commercial payments and reward card prepaid programs, and we are the issuer for a growing number of state disbursement card programs, including New Jersey, Maryland, Georgia, South Carolina and many others, and we administer EDD's Electronic Benefit Payments program, the largest state disbursement card program in the nation. In fact, our top unemployment programs have been reviewed favorably by the National Consumer Law Center 2011 and 2013 reports on Unemployment Compensation Prepaid Cards. Today, our programs provide best-in-class service to more than five million cardholders.

8. **Be currently qualified to do business in California, if a Corporation. "Doing business" is defined in California Revenue & Taxation Code section 23101 as actively engaging in any transactions for the purpose of financial or pecuniary gain or profit.**

   Bank of America is qualified to do business in California.

9. **Be a full-service financial institution in good standing with the State of California. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.**

   Bank of America is a full-service financial institution in good standing with the State of California.



	August 21, 2015
Signature	Date
Dawn Haddock, Director, Sr. Treasury Solutions Officer	555 Capitol Mall, Ste 765
Name and Title (Print or Type)	Address
Bank of America, N.A.	Sacramento, CA 95814
Firm Name	City, State, Zip

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002606

H. FINANCIAL RESPONSIBILITY INFORMATION

The Bidder must provide financial statements giving the State information to determine financial stability. Attachment IV.6 Financial Responsibility Information must be completed and submitted with the Bidder's proposal.

Bank of America has included Attachment IV.6 Financial Responsibility Information on the following page. Our 2013 and 2014 Annual Reports are, because of their size, included on a CD-ROM. A link to directly access our reports is below.

http://phx.corporate-ir.net/phoenix.zhtml?c=71595&p=irol-reportsannual

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002607

Attachment IV.6 Financial Responsibility Information

Submitted by: **Dawn Haddock, Director, Sr. Treasury Solutions Officer**
Name of Firm: **Bank of America, N.A.**
Address: **555 Capitol Mall, Ste 765, Sacramento, CA 95814**

Privacy Notification

The State of California Information Practices Act of 1977 requires the State to provide the following information to individuals who are asked to supply information about themselves:

The principal purpose for requesting the information on this form is to provide financial information to determine financial qualification. State policy and state and federal statutes authorize maintenance of this information. Furnishing all information on this form is mandatory. Failure to provide such information will disqualify, delay or may even prevent completion of the action for which the form is being filled out. The official responsible for maintaining the information contained in this form is:

Rose Liu
Employment Development Department
800 Capitol Mall, MIC 62
Sacramento, CA 95814

The State will treat all financial information provided as confidential when designated as such. This information will only be shared with State personnel involved in the evaluation. All financial data will be returned or destroyed if requested. Bidders may be required to provide additional financial data as part of the RFP.

A. Financial Responsibility Information

Proposals in response to state procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of products and services must disclose any financial interests (i.e., service contract, Original Equipment Manufacturer [OEM] agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the proposal to materially benefit from the state's adoption of a course of action recommended in the feasibility study or the acquisition recommendations. If, in the state's judgment, the financial interest will jeopardize the objectivity of the recommendations, the state may reject the proposal.
In addition, should a consultant establish or become aware of such a financial interest during the course of contract performance, the consultant must inform the State in writing within ten (10) business days. If, in the State's judgment, the newly established financial interest will jeopardize the objectivity of the recommendations, the State shall have the option of terminating the contract.
Failure to disclose a relevant financial interest on the part of a consultant will be deemed grounds for termination of the contract with all associated costs to be borne by the consultant and, in addition, the consultant may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with Public Contract Code §12102(j).

B. Financial Statements

The Bidder must provide financial statements giving the State enough information to determine financial stability. The Bidder may select to submit any of the following:
1. Copies of their Financial Statement or Annual Report or 10K for the last two (2) years;
2. Statement of income and related earnings;
3. Statement of changes in financial position;
4. Letter from the Bidder's banking institution; or
5. Statement from certified public accounting firm.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002608

I. REGISTERED TO DO BUSINESS IN CALIFORNIA

Corporations, Limited Liability Companies (LLCs) and Limited Partnerships (LPs) must be registered with the California Secretary of State (SOS) to be awarded a contract. The Secretary of State Certificate of Status must be included with the bid. 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(s) may also be obtained through the following website:
http://kepler.ss.ca.gov/list.html.

The Secretary of State Certificate of Status is included on the following page.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002609

Registered to do Business in California

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

BANK OF AMERICA, NATIONAL ASSOCIATION

FILE NUMBER:	C2551762
REGISTRATION DATE:	04/14/2003
TYPE:	FOREIGN CORPORATION
JURISDICTION:	UNITED STATES
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificat and affix the Great Seal of the State of California this day of May 29, 2015.

ALEX PADILLA
Secretary of State

NS:

NP-25 (REV 01/2015)

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

J. CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

Bidders must print, sign, and include in their proposal the State's Contractor Certification Clauses (CCC 307) which may be obtained at the following link:
http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

The signed Contractor Certification Clauses (CCC-307) is included on the following pages.

Please note: regarding item 1. Conflict of Interest, Bank of America requires all employees to follow the objective and independent hiring processes established by Global Human Resources. No employee (regardless of title or seniority) may try to inappropriately influence the employment or internship selection process for their own personal or business advantage.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002611

State's Contractor Certification Clauses (CCC-307)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Bank of America, N.A.	**94-1687665**
By (Authorized Signature) 	
Printed Name and Title of Person Signing **Dawn Haddock, Director, Sr. Treasury Solutions Officer**	
Date Executed **August 21, 2015**	*Executed in the County of* **Sacramento**

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about:
1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.
c. Every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002612

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002613

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002615

K. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM(DBVE)

For the purpose of this solicitation, the DVBE participation requirement is waived.

Bank of America acknowledges that, for the purpose of this solicitation, the DVBE participation requirement is waived.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002616

L. SMALL BUSINESS CERTIFICATION

Section 14835 et seq. of the California Government Code requires that a 5% preference be given to bidders who qualify as a small business or bidders who qualify as a non-small business claiming at least 25% California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et seq. of the Military and Veterans Code. Bidder's claiming the Small Business preference must complete Attachment IV.7 Small Business (SB) Certification and submit with their proposal.

This does not apply to Bank of America, but we have provided the form for completeness.

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Attachment IV.7 Small Business (SB) Certification

(Mandatory if claiming preference)

Section 14835 et seq. of the California Government Code requires that a 5% preference be given to bidders who qualify as a small business or bidders who qualify as a non-small business claiming at least 25% California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in Section 999.50 et seq. of the Military and Veterans Code.

SMALL BUSINESS REGULATIONS - The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et. seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at (www.pd.dgs.ca.gov/smbus). Access the regulations by Clicking on "Small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.

SMALL BUSINESS NONPROFIT VETERAN SERVICE AGENCIES (SB/NVSA) - SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

ATTACHMENT WITH QUOTE REQUIRED IF CLAIMING THE SMALL BUSINESS PREFERENCE- All bidders must complete and include the Bidder Declaration form GSPD-05-105. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-give percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf

SMALL BUSINESS CERTIFICATION - Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted

Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due.

Questions regarding certification should be directed to the OSDS at (916) 375-4940.

1. Are you claiming preference as a California certified small business? ☐ Yes ☒ No

2. If yes, complete the following: ☐ Non-manufacturer ☐ Manufacturer

3. Are you a non-SB claiming at least 25% SB subcontractor preference? ☐ Yes ☒ No

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002618

M. EMPLOYEE CONFIDENTIALITY STATEMENT

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 State Administrative Manual Section 4842.2. Attachment IV.8 Employee Confidentiality Statement must be completed by the Contractor's staff working on the project and submitted with the Bidder's proposal.

Bank of America fully understands and complies with the security responsibilities as required by the State.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002619

Attachment IV.8 Employee Confidentiality Statement

A signed Attachment IV.8 Employee Confidentiality Statement for each key staff member (Project Manager, Technical Project Manager and Project Scheduler) has been provided on the following pages.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002620

EDD Employment Development Department
State of California

Employee Confidentiality Statement

I, Sabrina Clark (PRINT YOUR NAME) an employee of Bank of America (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, SC (INITIALS) 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.

I, SC (INITIALS) 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.

I, SC (INITIALS) 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 §19542; 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.

I, SC (INITIALS) 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.

I, SC (INITIALS) agree to protect the following types of confidential information:

- Tax account information
- Taxpayer and taxpayer 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, SC (INITIALS) agree to protect confidential information by:

- 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 7400.

NEW EMPLOYEE'S NAME (PRINT)	SIGNATURE	DATE
Sabrina Clark	Sabrina Clark	5-13-15
MANAGER'S NAME (PRINT)		
Rachel Anne Mattson		

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

MANAGER'S NAME (PRINT)		
Brian C Gordon		
MANAGER'S SIGNATURE		DATE
		5/20/15

DE 7401 Rev. 7 (SCP) (SETTAMES) Page 1 of 2

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002621

EDD Employment Development Department
State of California

Employee Confidentiality Statement

I, Vicky McManus, an employee of Bank of America

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.

1. VM (INITIALS) 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.

2. VM (INITIALS) 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.

3. VM (INITIALS) 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 §19572; 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.

4. VM (INITIALS) 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.

5. VM (INITIALS) agree to protect the following types of confidential information:

- Tax account information
- Taxpayer and employer 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

6. VM (INITIALS) agree to protect confidential information by:

- 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 Employers with Access to Confidential Information pamphlet, DE 7420.

EMPLOYEE/CONTRACTOR NAME (PRINT)	SIGNATURE	DATE
Vicky McManus	Vicky McManus	5-28-15
EMPLOYER (PROBATE AGENCY/COMPANY NAME)		
Bank of America		

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

SUPERVISOR'S NAME (PRINT)		
Ron R Cooke		
SUPERVISOR'S SIGNATURE		DATE
Ron R Cooke		5/28/15

DE 7410 Rev. 7 (10-07) (INTRANET) Page 1 of 2 CU

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002622

EDD Employment Development Department
State of California

Employee Confidentiality Statement

I, ROLAND KRASCA (PRINT YOUR NAME) an employee of BANK OF AMERICA MERRILL LYNCH (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.

1. RK (INITIALS) 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.
2. RK (INITIALS) 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.
3. RK (INITIALS) 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.
4. RK (INITIALS) 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.*
5. RK (INITIALS) agree to protect the following types of confidential information:
   - Tax account information
   - Taxpayer and repayer 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
6. RK (INITIALS) agree to protect confidential information by:
   - 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
ROLAND KRASCA	Roland Krasca	5-19-15

EMPLOYER (PRINT) STATE AGENCY/COMPANY NAME: BANK OF AMERICA MERRILL LYNCH

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

SUPERVISOR'S NAME (PRINT)		
Victoria M. Becker		
SUPERVISOR'S SIGNATURE		DATE
Victoria M. Becker		6/3/15

DE 7410 Rev. 7 (10-07) (INTRANET) Page 1 of 2 CO

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

N. INDEMNITY AGREEMENT

Bidders must agree 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 Statement" by completing Attachment V.9 Indemnity Agreement and submitting it with their proposal.

Bank of America 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 Statement." The signed Attachment V.9 Indemnity Agreement, attesting to this agreement, is provided on the following page.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002624

Attachment IV.9 Indemnity Agreement

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

Bank of America, N.A.

(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:

Dawn Haddock

(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.

Haddock, Dawn E.	
Print Full Name (last, first, MI)	Signature
Senior Treasury Solutions Officer, Director	**Bank of America, N.A.**
Position and Title	Print Name of Contractor and/or Subcontractor
	August 21, 2015
Print Name of Governmental Agency	Date Signed

Check the appropriate box:

☐ Employee ☐ Subcontractor ☐ Student ☐ Volunteer ☒ Other Contractor

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002625

O. INFORMATION SECURITY CERTIFICATION

Bidders must certify that they have in place the safeguards and security requirements stated in Exhibit B and accept responsibility for ensuring compliance with EDD security requirements by completing Attachment IV. 10, Information Security Certification and submit it with their proposal.

Bank of America certifies that it has in place the safeguards and security requirements stated in Exhibit "B," Confidentiality Requirements. Regarding item I. Administrative Safeguards, g. of Exhibit B, as a regulated financial institution, Bank of America is required to comply with federal and state privacy laws and regulations that address data security incidents. The completed and signed Attachment IV.10 Information Security Certification is provided on the following page, with one clarification. The Information Security Officer and Program Director are certifying that Bank of America has in place the safeguards and security requirements stated in this Agreement and that Bank of America Merrill Lynch accepts responsibility for ensuring compliance with these requirements, as set forth in Exhibit "B" of the RFP.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002626

Attachment IV.10 Information Security Certification

We, the Information Security Officer and the Program Director, hereby certify that **Bank of America, N.A** 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 "B" of the RFP.

Ronald F. Stork	
INFORMATION SECURITY OFFICER SIGNATURE	PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
Ronald F. Stork	Alexander Liu
PRINT NAME OF INFORMATION SECURITY OFFICER	PRINT NAME
Senior Vice President – Information Security Officer	Director; Senior Product Manager
PRINT TITLE	PRINT TITLE
312.485.2740	646.743.0954
TELEPHONE NUMBER	TELEPHONE NUMBER
ron.stork@bankofamerica.com	alexander.liu@baml.com
E-MAIL ADDRESS	E-MAIL ADDRESS
6/30/15	7/1/15
DATE SIGNED	DATE SIGNED

NOTE: Bidders must complete and return this Information Security Certification with their proposal.

FOR EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME	DATE RECEIVED

2. EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (APF, E-MAIL, 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 Requester Agency.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

P. DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. Bidder's must complete Attachment IV.11 Darfur Contracting Act for this certification and submit with their proposal.

While Bank of America regularly conducts business activities outside of the United States, it is not a "scrutinized" company as defined in Public Contract Code section 10476. The bank's signed Attachment IV.11 Darfur Contracting Act is provided on the following page as certification.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002628

Attachment IV.11 Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

Company/Vendor Name (Printed)	Federal ID Number
Bank of America, N.A.	**94-1687665**
Printed Name and Title of Person Initialing (for Options 1 or 2)	

1. _____ Initials — We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. DH Initials + certification below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476

Certification For #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

By (Authorized Signature)	
Printed Name and Title of Person Signing **Dawn Haddock, Director, Senior Treasury Solutions Officer**	
Date Executed **August 21, 2015**	Executed in the County and State of **Sacramento, California**

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002629

Q. CERTIFICATION REGARDING LOBBYING AND LOBBYING ACTIVITIES

Bidders must certify lobbying activities and disclose lobbying activities by completing Attachment IV.12 Certification Regarding Lobbying and IV.13 Disclosure of Lobbying Activities and submit with their proposal. The forms 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.

Bank of America acknowledges and complies with items (1), (2) and (3) of Attachment IV.12 Certification Regarding Lobbying, signed and provided on the following page.

Regarding Attachment IV.13 Disclosure of Lobbying Activities, while we have no lobbying activities to report, we have provided the form for completeness.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002630

Attachment IV.12 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, 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.

Bank of America, N.A.

Grantee/Contractor Organization | Program/Title

Dawn Haddock, Director, Senior Treasury Solutions Officer

Name and Title of Authorized Signatory



August 21, 2015

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).

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002631

Attachment IV.13 Disclosure of Lobbying Activities

1. Type of Federal Action	2. Status of Federal Action	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	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*: Congressional District, *if known*:	5 .If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, *if known*:
6 Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9 Award Amount, *if known*: $
10. a. Name and Address of Lobbying Entity 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 semiannually 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: _____

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002632

R. 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). Bidders must complete Attachment IV.14 Certification Regarding Debarment and submit with their proposal.

The signed Attachment IV.14 Certification Regarding Debarment is included on the following page.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002633

Attachment IV.14 Certification Regarding Debarment

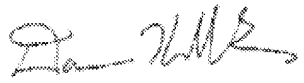
This certification is required by the regulations implementing Executive Order, 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160-19211).

(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 proposal, 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 proposal.

Dawn Haddock, Director, Senior Treasury Solutions Officer

Name and Title of Authorized Representative



Signature

August 21, 2015

Date

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002634

S. CERTIFICATE OF INSURANCE (COI) REQUIREMENTS

Insurance Requirements

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

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

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

Workers' Compensation Insurance

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

Bank of America reserves the right to obtain all insurance required under this contract through a program of self-insurance.

Bank of America cannot guarantee the requested insurance will be maintained throughout the life of the contract, but intends to continue to purchase as long as it is commercially available and economically attractive. New certificates will be provided at renewal, but Bank of America cannot always provide them 30 days prior to the expiration date. Due to the volume of Bank of America's business and the structure of its corporate policies, Bank of America cannot commit to providing five (5) days written notice upon termination or modification of coverage. Failure to provide notice of cancellation of coverage shall impose no obligation or liability of any kind upon Bank of America, its agents or representatives.

Due to the size of Bank of America, we cannot provide individual additional insured endorsements or riders. The Certificate of Insurance will evidence the State of California, its officers, and employees as additional insured as required by written contract.

Workers' Compensation Insurance – Bank of America can comply; however, please note that Bank of America may use excess and surplus lines insurers who are not licensed in a particular state. That said, all of Bank of America's insurers have an A.M. Best rating of A- Class VII or better.

Evidence of coverage on an ACORD certificate is provided on the following pages.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002635

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
100 North Tryon Street, Suite 3600
Charlotte, NC 28202

055943-A-IL-14-15 EVIDEN CASUA

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co	24147
INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
INSURER C : (See Page 2)	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bank of America Corporation
and any and all subsidiaries
Mail Code: NC1-028-16-01
One Bank of America Center
150 North College Street
Charlotte, NC 28255-0001

COVERAGES **CERTIFICATE NUMBER:** ATL-003201027-03 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			MWZY302819 * This coverage applies only if required by written contract.	08/01/2014	08/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ Excluded $ Excluded $ 2,000,000* $ 2,000,000 $ 2,000,000*
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			MWTB302194	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB EXCESS LIAB DED RETENTION $ X OCCUR CLAIMS-MADE			BE18158206	08/01/2014	08/01/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Policy # see page 2	08/01/2014	08/01/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Bank of America NA
NC1-028-16-01
One Bank of America Center
150 North College Street
Charlotte, NC 28255-0001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Marilyn F Burns

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AGENCY CUSTOMER ID: 055943
LOC #: Charlotte

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability limit shall not exceed the amount stated in the contract between Bank of America Corporation and the certificate holder.
The certificate holder is an additional insured under General Liability as their interest may appear, but only if required by written contract with the named insured.

Workers Compensation and Employers Liability (continued from page 1)
Carriers and Policy Numbers:

Policy # RWD9435461 (08/01/2014 - 08/01/2015) XL Insurance America
Including the following state(s): AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC ND NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WV WY

Policy #RWR9435462 (08/01/2014 - 08/01/2015) XL Insurance America
Including the following state(s): WI

Policy #RWD9435460 (08/01/2014 - 08/01/2015) XL Specialty Insurance Company
Including the following state(s): AK

Policy No. #RWE9435463 (08/01/2014 - 08/01/2015) XL Specialty Insurance Company
Including the following state(s): OH WA
This policy is subject to a Self-Insured Retention of $1,000,000 per accident.

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CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002637

T. TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

The TACPA preference only applies to California based firms that demonstrate and certify under penalty of perjury that at least 50% of the total labor hours for manufactured goods or 90% of the total labor hours for services will be performed in distressed areas. If this Act applies to the Bidder, he/she must complete the appropriate form and attach it to their bid.

The Bidders desiring to claim Target Area Contract Preferences Act shall complete STD. Form 830 and submit it with the proposal.

Link to website: http://www.documents.dgs.ca.gov/ois/SCM%202014/Chapter_8_-_Business_Participation_Program_Requirements.pdf

Link to form: **http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf**

The TACPA preference is not applicable to Bank of America.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002638

U. PAYEE DATA RECORD STD.204

The successful bidder as a result of this RFP will be required to sign the Payee Data Record, STD. 204 http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf before Contract award.

Bank of America acknowledges this requirement and is pleased to sign the Payee Data record, STD. 204 before contract award.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002639

V. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS(PCI-DSS)

Bidders must submit a copy of their Payment Card Industry Data Security Standards compliance certification with their bid proposal.

A copy or our Payment Card Industry Data Security Standards compliance certification is provided in the Appendix.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002640

W. DISABLED VETERAN BUSINESS ENTERPRISE DECLARATION

To be considered responsive, all Bidders must complete and submit the Bidder Declaration (GSPD-05-105). The completed declaration must identify all subcontractors proposed for participation in the Contract, proposed contract function, and percentage of participation. The Bidder shall identify a percentage figure of one percent (1%) or more representing the rate of participation rather than an actual dollar figure on the Bidder Declaration. No actual dollar figures should appear on the Bidder Declaration.

The Bidder awarded the Contract is contractually obligated to use thesubcontractors for the corresponding work identified unless the State agrees to a substitution and its incorporation by amendment to the Contract. The Bidder Declaration (GSPD-05-105) is available to download at the following website: http://www.documents.dgs.ca.gov/pd/poliproc/Master-BidDeclar08-09.pdf

Bidders who are a California-certified DVBE or who have obtained the participation of California-certified DVBE subcontractor(s) must also submit a Disabled Veteran Business Enterprise Declaration (STD.843) for each DVBE firm. Failure to complete and submit all required forms with the Proposal, that fully document and meet the DVBE program requirement, may cause the Proposal to be rejected. The DVBE Declaration (STD.843) is available to download at: http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf

Bank of America will not use subcontractors in the performance of this contract, but the Bidder Declaration (GSPD-05-105) is provided on the following page.

Bank of America is not a California-certified DVBE, nor will we be using California-certified DVBE subcontractors. However, we have provided a Disabled Veteran Business Enterprise Declaration (STD.843) for completeness.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002641

Bidder Declaration (GSPD-05-105)

State of California—Department of General Services Procurement Division
GSPD-05-105 (REV 08/09)

Solicitation Number: 85456

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration instructions prior to completion of this form)**:

   a. Identify current California certification(s) **(MB, SB, NVSA, DVBE)**: _____ **or None** ☑ (If "None" go to Item #2)

   b. Will subcontractors be used for this contract? **Yes** ☐ **No** ☑ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

   _____

   _____

   c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ☐ **No** ☐
   (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ☐ **No** ☐ **N/A** ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page____ of ____



CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002642

Disabled Veteran Business Enterprise Declaration (STD.843)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2008)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____ (FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

(Printed Name of DV Owner/Manager) _____ (Signature of DV Owner/ Manager) _____ (Date Signed) _____

(Printed Name of DV Owner/Manager) _____ (Signature of DV Owner/Manager) _____ (Date Signed) _____

Firm/Principal for whom the DVBE is acting as a broker or agent: _____ (Print or Type Name)
(If more than one firm, list on extra sheets.)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

(Printed Name) _____ (Signature) _____ (Date Signed) _____

(Address of Owner) _____ (Telephone) _____ (Tax Identification Number of Owner) _____

Disabled Veteran Manager(s) of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

(Printed Name of DV Manager) _____ (Signature of DV Manager) _____ (Date Signed) _____

Page ____ of ____

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X. IRAN CONTRACTING ACT

Bidders must complete Attachment IV.15 Iran Contracting Act Certificate and submit with their proposal.

Bank of America 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.

The signed Attachment IV.15 Iran Contracting Act Certificate is provided on the following page.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002644

Attachment IV.15 Iran Contracting Act Certificate

(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.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
Bank of America, N.A.	**94-1687665**
By (Authorized Signature)	
Printed Name and Title of Person Signing **Dawn Haddock, Director, Senior Treasury Solutions Officer**	
Date Executed **August 21, 2015**	*Executed in* **Sacramento, CA**

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.

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

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002645

Y. COMMERCIALLY USEFUL FUNCTION COMPLIANCE

In accordance with GC section 14837 and M&VC section 999, all SB and DVBE contractors, subcontractors and suppliers that bid on or participate in a state contract, regardless of whether it is a verbal or written solicitation and/or paid for using the CAL-Card as a payment method, must perform a commercially useful function (CUF). In addition, the requirement to determine CUF is not affected by the applicability of the 5 percent SB and/or the DVBE participation preference program. There is no exception to this requirement. Consequently, certified SB, MB and DVBE businesses must perform a CUF.

Click here to access the DVBE and SB Program Violations and Sanctions web page.

A certified SB/MB or DVBE is deemed to perform a commercially useful function when the State determines the business does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- 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.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Bank of America is not an SB or DVBE contractor, nor is it using SB or DVBE subcontractors in the performance of this contract. Consequently, a Commercially Useful Function (CUF) is not required.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002646

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002647

Section V: EBP Service Requirements

Attachment V.1 Statement of Work Acknowledgement

A. PURPOSE

The Contractor shall establish, operate and maintain a comprehensive EBP service as required by the Employment Development Department, hereinafter referred to as the EDD or the State.

The purpose of this Statement of Work (SOW) is to define the tasks, responsibilities, and requirements of the Contractor, and the EDD, during the term of this Contract. This SOW will be incorporated into the Contract.

Bidders must complete Attachment V.2 Statement of Work – EBP Service Requirements indicating their acceptance of the requirements and submit with their proposal. Any "No" response requires an explanation in the "Comment" column. A "No" may be cause for proposal rejection.

B. PERIOD OF PERFORMANCE

The Contract term will be five (5) years, with the EDD's option to extend the contract for up to two (2) additional two (2) year Contract terms. The Contract period may not exceed nine (9) years. The EDD is not legally obligated to exercise its right to extend the contract. Notwithstanding the EDD's right to terminate for cause under Exhibit C of the Standard Agreement (GTC-610), the EDD reserves the sole right to terminate this Agreement for any reason and at its sole discretion at any time upon providing six (6) months prior written notice to the Contractor. The EDD is not responsible for any costs incurred by the Contractor or its subcontractor(s) as a result of early termination.

The Contractor shall not be authorized to start work under this Contract until notified by the EDD. If the Contractor starts performance before final approval of the Contract, it shall be considered voluntary on the part of the Contractor and non-compensable by the EDD.

C. CONTACT INFORMATION

The EDD shall designate a SPOC who shall give direction to the Contractor's business SPOC and technical SPOC concerning the EBP service. The SPOC will work with the EDD's project and functional managers to ensure that all tasks are satisfactorily completed. The SPOC shall be the contract monitor and 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.

D. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

1. Perform project activities that require the EDD staff resources during standard EDD working hours Monday through Friday (8 AM to 5 PM, Pacific Time), unless other work hours are required and approved in advance by the EDD.
2. Contractor is responsible for meeting all contract requirements, including any work performed by a subcontractor.
3. Designate a person to whom all project communications may be addressed and who has authority to act on all aspects of EBP services.
4. Comply with all applicable EDD policies and procedures, including, but not limited to, the EDD and industry project management guidelines.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002648

5. During the transition and implementation phase, provide a written monthly status report to EDD's Contract Manager by the 5th business day of each month that documents tasks and assignments for Contractor staff, and includes accomplishments for the previous month, work planned for the coming month, currently assigned projects and activities, and explanations for task and/or schedule slippages.
6. Attend meetings to obtain approval of activities and tasks assigned to the Contractor as required by EDD.
7. Attend meetings with the EDD personnel to discuss project status and activities as required by EDD.
8. Prepare plans and schedules using EDD IT-Project Management Methodology (PMM) templates.
9. Provide electronic documents to the EDD in Microsoft Office format, unless otherwise specified. The EDD's current standard applications include Microsoft (MS) Windows 7, MS Office Professional (including Outlook) 2010, Visio 2010, and MS Project 2010.
10. Verify that its applications referenced in #9 are compatible prior to delivery of any electronic documents to the EDD. The Contractor shall obtain EDD's written approval prior to submitting electronic documents in any other format.
11. Agree to utilize the HP Quality Center tool for the storing of test cases, scripts, defect logs, requirements management, and traceability.
12. Agree to upgrade versions of its software, if needed, at no cost to the EDD in order to remain compatible with the EDD's standard applications.
13. Post electronic documents and reports to an EDD designated electronic repository, i.e., a SharePoint site. The electronic document format and media shall be compatible with the EDD's storage devices.
14. Return all of the EDD's property, including security badges, prior to termination of the Contract.

E. DESCRIPTION OF DELIVERABLES

The Contractor shall provide EBP services deliverables at no cost to EDD and in accordance with Deliverable Expectation Documents (DEDs). The DEDs will specify format, delivery, due date, specifications, references, risks, issues, quality assurance considerations, content, and will identify reviewers and the approval process. Deliverables include, and are not limited to, the project management plans, reports, electronic, or designed material, etc. for review and approval by the EDD prior to implementation of the subject deliverable. The DED must be finalized and signed before the deliverables are submitted for approval. See Attachment V 5 for DED template. The DED applies, at a minimum, to the following deliverables:

1. Administrative Application
2. Capacity of Service Management Plan
3. Change Management Plan
4. Project Communication Plan
5. Customer Services Center (CSC) Manual
   - CSC Services Plan
   - Problem Management Plan
   - Staffing Management Plan
   - Scripts (IVR and CSR)
   - Website
6. Debit Card Production (See V.2, H. Electronic Benefit Payments)
7. Defect Management Plan
8. Disaster Recovery and Business Continuity Plan
9. End of Contract Plan
10. Transition Implementation and Management Plan

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002649

11. Interface Control Document and Data files
12. Lessons Learned
13. Maintenance and Operation Plan
14. Project Management Plan and Schedule
15. Quality Assurance Plan
16. Reports
17. Requirements Specification Document
18. Risk and Issue Management Plan
19. Security Plan
20. Test Plans
21. Training Plan
22. Welcome Packet Marketing and Customer/Communications Plan
23. Return of Funds Plan

The EDD approval process for contractor-prepared deliverables includes:

- Contractor preparation of draft Deliverable Expectation Document.
- DED negotiation and revision.
- Contractor creation and revision of deliverables.
- EDD review of deliverables.
- EDD acceptance of deliverables.

F. STATE RESPONSIBILITIES

The EDD is the project sponsor and is responsible for program and policy. The EDD staff will oversee the service implementation and be responsible for the project. The following are areas of responsibility for the EDD's staff:

1. Project oversight. Oversee all aspects of the service implementation using the EDD Project Management Office's (PMO) PMM.
2. Contract management. Oversee planning, solicitation, acquisition, contract monitoring, change management, and contract amendments.
3. Communication and Change Management. Facilitate communication among the EDD, Contractor personnel, and other stakeholders; develop and manage change management processes.
4. Administrative Support. Complete administrative tasks and support project management.
5. The EDD shall provide the following services:
    a. Initiate the daily request through the STO to transfer the funds for payment to EDD's claimants to the Contractor's California State Depository Bank account.
    b. Provide the Contractor with a daily file or files containing new claimant information for purposes of assigning a profile for claimants who will not be enrolled in direct deposit.
    c. Provide the Contractor with a daily file or files containing payment data.
    d. Review and repair rejected enrollment and payment records and resubmit the data for processing. The EDD will correct address data on returned mail. The EDD will provide automated demographic updates to the Contractor in the daily file.
    e. Provide responses to all claimants who have questions regarding their determined benefit amounts or other claim-related questions; the Contractor will refer claim-related questions to the EDD for assistance.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002650

f. Provide oversight of development and transition/implementation activities and ensure compliance with the California Technology Agency standards, stakeholder management, budgetary approvals, contract management, and procurement.

g. Ensure the Contractor has access to applicable information, including, but not limited to technical documentation and project work plans.

h. Provide all the EDD's applicable policies and procedures regarding access to and use of the EDD facilities.

i. Provide information as required by the Contractor to perform its responsibilities under this Contract.

j. Review all Contractor work submitted to the SPOC for completeness, accuracy, and adherence to standards.

k. Ensure access to the EDD personnel for assistance as required by the Contractor.

The EDD shall not be liable for overdrafts, fraud, misuse, and/or lost or stolen debit cards.

G. CONTRACT CHANGE PROCESS

If a significant change occurs to the project scope, the Contractor may submit a written change proposal to EDD's SPOC. The EDD shall review the change proposal and submit a proposed contract amendment to the Contractor for review and approval. All amendments to this Contract must be approved by the EDD and the Contractor in writing pursuant to Exhibit C (GTC-610) of the Standard Agreement.

H. CONTRACTOR STAFF REQUIREMENTS

1. The Contractor reserves the sole right to determine the assignment of its employees. The Contractor agrees to notify the EDD in writing, with 30 days advance notice, of all changes in personnel assigned to this Contract as soon as is practicable.
2. The Contractor agrees that if the EDD determines that Contractor personnel are failing to adequately perform services and asks that they be removed from this Contract, the Contractor shall provide substitute personnel that meet all minimum qualifications as stated in this Contract.
3. 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 all minimum qualifications as stated in this Contract.
4. The EDD reserves the right to direct the Contractor to remove Contractor personnel from this Contract for good cause, including but not limited to a breach of security, unacceptable conduct, or failure to follow the EDD's policies. If the EDD directs the Contractor to remove Contractor personnel from this Contract for good cause, the Contractor agrees to promptly remove such personnel and promptly provide substitute personnel that meet all minimum qualifications as stated in this Contract.
5. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity.

I. PERSONNEL ACCESS

1. The Contractor shall supply the EDD with the names of Contractor personnel who are assigned to this project and will need access to the EDD's facilities. The Contractor shall notify the EDD SPOC of all personnel changes as soon as is practicable.
2. The EDD shall issue identification badges to Contractor personnel which will allow them access to those areas of the facility where they will be performing services. These identification badges are the property of the EDD and Contractor staff must surrender them at the end of the contract or when they leave the project.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002651

3. The EDD shall issue computer user accounts to Contractor personnel 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 account expiration date.
4. The EDD SPOC may ask the EDD Security Administrator to extend user account ID expiration dates by sending a request with a new anticipated account expiration date. The EDD shall cancel user account access as soon as there is no longer a business need for such access, or when Contractor personnel leave the project.

J. INFORMAL DISPUTES

1. The parties shall deal in good faith and attempt to resolve potential disputes informally.
2. In the event of a dispute, the language contained within this Contract shall prevail over any other language, including that of the bid proposal or the RFP.
3. Pending the resolution of any dispute, formal or informal, the Contractor agrees to proceed with the performance of this contract. The Contractor's failure to proceed with contract performance shall be considered a material breach of the contract.
4. If the Contractor believes that there is a dispute or grievance between the Contractor and the State arising out of or relating to this contract, the Contractor shall first discuss and attempt to resolve the issue informally with the EDD Contract Manager.
5. If the issue cannot be resolved informally with the Contract Manager, the Contractor shall submit, in writing, a grievance report together with any evidence to the Contract Manager's supervisor. The grievance report must state the issues in the dispute, the legal authority, or the basis for the Contractor's position and the remedy sought.
6. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Contract Manager's supervisor shall make a determination of the problem, and reasons therefore. Should the Contractor disagree with the supervisor's decision, the Contractor may appeal to the next level, following the procedure listed in the Section K. Formal Dispute Resolution.

K. FORMAL DISPUTE RESOLUTION

1. If a dispute cannot be resolved informally according to Section J., Informal Disputes, the Contractor shall submit to the EDD Director or designee a written demand for a final decision regarding the disposition of any dispute between the Contractor and the EDD relating to this contract.
2. The EDD shall notify the Contractor in writing of any final decision signed by the Director or designee. If the EDD fails to render a final decision within ninety days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. The EDD's final decision shall be conclusive and binding regarding the dispute, unless the Contractor commences an action in a California court of competent jurisdiction to contest such decision within ninety days following the date of the final decision.

L. LIQUIDATED DAMAGES

1. The EDD expects the Contractor to perform its responsibilities and tasks as specified in this Contract. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the EDD and its claimants. The Contractor acknowledges that the EDD will be damaged if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that liquidated or actual damages attach and will be payable from any funds established by the Contractor, or from any sums accrued directly or indirectly by the Contractor as a result of handling (accepting) State funds.

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2. The EDD has chosen to address the majority of the project risks related to Contractor performance through the assignment of liquidated damages. The liquidated damages described below represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the parties to establish a reasonable estimate of the damages that will be incurred by the EDD in the circumstances described.

3. The EDD shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the EDD notice. Upon receipt of written notice, the Contractor will have ten (10) calendar days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered and a corrective action plan for bringing the operations within the standards specified. The EDD shall have the right to approve and make changes to the corrective action plan submitted by the Contractor. The corrective action plan shall be implemented by the Contractor at no cost to and upon approval by the EDD. Liquidated damages will not be assessed during the specified cure period for the activity in question. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the EDD as a breach of contract.

4. The parties have identified certain instances of non-performance that, should they continue to occur over extended periods of time, will cause extreme financial losses and hardship to the EDD. Should the Contractor fail to complete the work within the agreed upon times or terms, the EDD will assess and collect liquidated damages in the amounts set out in this subsection. However, if such conditions of non-performance continue, they may amount to a material breach for which the EDD may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the EDD expressly reserves this right. The State's failure to assess liquidated or actual damages for any of the specific instances cited in no way modifies or waives the State's right to assess liquidated or actual damages for other similar occurrences and/or the specific liquidated damages noted below in this subsection.

5. Contractor's failure to generate and deliver reports or files as scheduled will result in assessment of liquidated damages in the amount of Five Thousand Two Hundred Fifty Dollars ($5,250.00) per day, per report or file, following written notification and a five (5) business day cure period.

6. Contractor's failure to have a toll-free claimant number and IVR scripts functional at implementation or any time thereafter will result in assessment of liquidated damages in the amount of Seven Thousand Two Hundred Fifty Dollars ($7,250.00) per day following written notification and a five (5) business day cure period.

7. Contractor's failure to meet the End of Contract Requirement or follow the provisions of the End of Contract Plan will result in assessment of liquidated damages in the amount of Fifteen Thousand Five Hundred Dollars ($15,500.00) per day following written notification and a thirty (30) calendar day cure period.

8. Contractor's failure to meet the Customer Service Levels Agreements specified in the Technical Requirements will result in assessment of liquidated damages in the amount of Twelve Thousand Dollars ($12,000.00) per day per Customer Service Levels Agreement following a thirty (30) calendar day cure period.

9. If the IVR, Call Center, or web system(s) fails and is not restored within three (3) hours, the EDD will assess liquidated damages in the amount of Twenty-Four Thousand Dollars ($24,000.00) per day following written notification and a one (1) business day cure period.

10. If the deposits into the claimants' accounts are not made on the effective date identified in the payment record, the EDD will assess liquidated damages in the amount of Fifty-Four Thousand Seven Hundred Fifty Dollars ($54,750.00) per day following written notification and a one (1) business day cure period.

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11. If the Contractor is unable or not ready to accept deposits from the EDD and perform all related services based on the EDD approved project schedule after contract award, the EDD will assess liquidated damages in the amount of Fourteen Thousand Dollars ($14,000.00) per day following written notification and a one (1) business day cure period.

12. Failure to complete the Project in accordance with instructions described in this Contract will result in substantial injury to the EDD and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not completed, and the Parties agree to an extension of the deliverables and the Contractor then fails to meet the new agreed upon deliverable date as approved by the EDD, the Contractor shall pay to the EDD liquidated damages for such delays. Liquidated damages in the amount of Four Thousand Two Hundred Fifty Dollars ($4,250.00) will be due to the EDD for each calendar day until completion of these deliverables.

13. This provision for liquidated damages for delay shall in no manner affect the EDD's right to terminate the Contract as provided elsewhere in the Contract. The EDD's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out in this Section.

14. A waiver of liquidated damages imposed on the Contractor as described above may be available upon the EDD's discretion if the Contractor provides timely submission of all other contract deliverables.

15. The EDD is entitled to completion of the services within the approved Project schedules or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination for cause of the Contract by the EDD prior to completion, the Contractor shall be liable to the EDD for the expenses for additional managerial and administrative services required to complete the services/items, and for the per diem liquidated damages provided for in Attachment V.1.

M. END OF CONTRACT (TRANSITION) PHASE

1. The Contractor understands that the EDD intends to engage in a competitive procurement and enter into a new Contract at the conclusion of this contract. The incumbent Contractor shall actively assist the EDD in transitioning services to the new Contractor.

2. Within 30 days after receipt of instruction or date of discontinuance of Contractor service, whichever is sooner, the Contractor shall identify which data needs to be transferred to the new Contractor.

3. During the transition phase, the Contractor shall ensure that the EBP claimants will have continuous and uninterrupted services. The Contractor agrees to provide extended services on a month-to-month basis at no cost to EDD until the new Contractor's services are fully operational. The claimant fees shall remain unchanged. The revenue share shall remain in force.

N. 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.

O. WORK ACCEPTANCE

The EDD shall be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of the Contract.

P. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

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1. Acts of God or of the public enemy, and
2. Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

When performance is prevented or delayed for any of the above reasons or by the operation of law, the party relying on the provisions of this clause must give written notice to the other party or parties, within a reasonable time after the occurrence of the event excusing performance, of an intention to claim an extension of item or of an intention to bring suit or any other similar or related intent.

Q. CONTRACTOR ACKNOWLEDGMENT

The Contractor acknowledges acceptance of this State of Work by signing below:

	August 21, 2015
Name (Signature)	Date

Dawn Haddock
Director, Senior Treasury Solutions Officer
Typed Name and Title

Bank of America, N.A.
Company

916.326.7825	**415.633.0156**	**dawn.e.haddock@baml.com**
Phone Number	Fax Number	Email Address

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Attachment V.2 Statement of Work-EBP Service Requirements

A. Administrative

The Administrative requirements apply to the project as a whole and to the Electronic Benefit Payment Service. These requirements are intended to establish a framework for project management and service delivery.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
21	The Contractor shall conduct all work related to this contract, including, but not limited to, design, testing and preparation, and contract performance, within the United States of America.	Y	
22	The Contractor shall calendar and conduct, within an agreed upon time, Joint Application Design (JAD) sessions with the EDD users, at either the EDD's or the Contractor's request, when designing the EBP service for the EDD, or any EDD user-required application.	Y	
23	The Contractor shall conduct all EBP JAD sessions during business hours, 8 am to 5 pm Pacific Time, Monday through Friday in the Sacramento, California area, or during mutually agreed upon dates and times.	Y	
24	The Contractor shall develop a Requirements Specification Document that captures the results of all the JAD sessions.	Y	
25	The Contractor shall document all meeting and design session minutes and provide to the EDD within three (3) business days.	Y	
26	All meeting minutes shall include: Date and time of the meeting/design session, attendees names, action items and person responsible for them, action item delivery dates, decisions agreed upon, issues raised and progress constraints.	Y	
27	The Contractor shall submit all written, printed, electronic, or designed material and management plans for review and approval by the EDD prior to implementation of the subject plan. This includes, at a minimum: 1. Administrative Application 2. Capacity of Service Management Plan 3. Change Management Plan 4. Project Communication Plan 5. Customer Services Center(CSC) Manual • CSC Services Plan • Problem Management Plan • Staffing Management Plan • Scripts (IVR and CSR)	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	▪ Website 6. Debit Card Production(See Attachment V.2, H. Electronic Benefit Payments) 7. Defect Management Plan 8. Disaster Recovery and Business Continuity Plan 9. End of Contract Plan 10. Transition Implementation and Management Plan 11. Interface Control Document and Data files 12. Lessons Learned 13. Maintenance and Operation Plan 14. Project Management Plan and Schedule 15. Quality Assurance Plan 16. Reports 17. Requirements Specification Document 18. Risk and Issue Management Plan 19. Security Plan 20. Test Plans 21. Training Plan 22. Welcome Packet/ Marketing and Customer/Communications Plan 23. Return of Funds Plan		
28	The Contractor shall update the EDD accepted plans and program materials to reflect changes in the EBP service.	Y	
29	The Contractor shall provide updated plans to the EDD for review and approval within 30 days of the change or revision.	Y	
30	The Contractor shall retain EBP records, including financial records, supporting documents, statistical records, any other records, papers, logs, audit trails, or data records related to the EBP process for period of seven (7) years. The financial records must include: ▪ EDD fund type identifier (i.e., UI or SDI) ▪ Debit Card Issue Date ▪ Claimant's Social Security Number ▪ State Claimant ID (EBP ID) ▪ Claimant Name (First, Last, Middle Initial) ▪ EDD's payment Authorization Date ▪ EDD's payment Week Ending Date ▪ Payment ID number ▪ Amount Paid	Y	
31	The Contractor shall document its archival and retrieval procedures for electronically stored EBP information and provide them to the EDD.	Y	
32	The Contractor shall use Pacific Time as the EBP Service standard. References to time in all Contractor	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	developed artifacts shall be Pacific Time.		
33	The EBP service shall be available seven (7) days per week, twenty-four (24) hours per day.	Y	
34	The Contractor shall submit all documents in English unless specified otherwise by the EDD.	Y	
35	The Contractor shall follow all documented plans, procedures, and processes developed and approved by the EDD for the EBP Service.	Y	
36	The Contractor shall allow the EDD 15 working days for the review and approval of all artifacts developed by the Contractor in completion of these requirements.	Y	
37	The Contractor shall provide a single point of contact for the EDD for business support throughout the term of the contract.	Y	
38	The Contractor shall provide a single point of contact for the EDD for technical support throughout the term of the contract.	Y	

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B. Administrative Application

The Administrative Application refers to EBP system functionality available to authorized users of the EDD to perform EBP functions and to monitor and review EBP data. The Administrative Application will be used by a select group of the EDD users to review program integrity, investigate fraud, perform second level problem resolution, and monitor disaster recovery activities.

The Administrative Application will have a security subsystem that requires a unique logon and password. User permissions will limit a user to specific types of actions, transactions, and inquiries. The EDD seeks an online solution for user access management.

The Administrative Application will need to be accessible using a standard web browser. For reporting and audit purposes, the system will need to associate each authorized user with an EDD branch and office. The EDD will have the ability to grant and create access for its designated employees or representatives.

The Administrative Application will allow authorized users of the EDD to view the following types of actions, transactions, and inquiries:

- Batch processing status information
- Funding Detail
- Funding Summary
- Card Activation Summary
- Demographic information stored with Vendor
- Report Viewing

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
39	The Contractor's Website shall be available seven (7) days per week, twenty-four (24) hours per day and be available and operational 99.9% of the time as described in Attachment V.2 Statement of Work – EBP Service Requirements.	Y	
40	The Contractor's administrative application shall, on average, process and respond to 98 percent of administrative inquiries within two (2) seconds and 100 percent of administrative inquiries, on average, within five (5) seconds, on a monthly basis.	Y	
41	The Contractor shall allow the EDD to set user permissions to control level of access to the administrative application.	Y	
42	The Contractor shall track and log all system access of the administrative application.	Y	
43	The Contractor shall provide the audit trail log of system access to the EDD on a daily basis.	Y	
44	Contractor's Administrative Application shall provide the EDD inquiry access to claimant account information as provided by the EDD.	Y	
45	The Administrative Application reports shall be available to EDD daily.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
46	The Administrative Application reports shall be available to EDD through the term of the contract.	Y	
47	The Administrative Application reports shall be electronically accessible to EDD.	Y	
48	The Contractor shall provide the EDD monthly and annual reports of benefit payment transaction data.	Y	
49	The Contractor shall ensure scheduled maintenance to the Administrative Applications will not exceed, in aggregate, two (2) hours of down time per month; unless agreed to with the EDD.	Y	
50	The Contractor shall provide a detailed description of all capabilities of the Administrative Application.	Y	
51	The Contractor shall provide a detailed description of the ad-hoc reporting capabilities of the Administrative Application.	Y	
52	The Contractor shall ensure access to the Administrative Application requires a second factor of authentication.	Y	
53	The Contractor shall ensure the Administrative Application supports the principles of separation of duties and of least privilege. (e.g., by providing unique EDD roles such as Administrator, Auditor, and User.)	Y	
54	The Contractor shall ensure the Administrative Application displays a system notification banner that informs the user of system usage auditing, monitoring, consent to monitoring, and penalties for misuse.	Y	
55	The Contractor shall ensure the Administrative Application requires user acknowledgement of the system notification banner before granting access to the system.	Y	
56	The Contractor shall ensure the Administrative Application provides log-out capability for user- initiated termination.	Y	
57	The Contractor shall ensure the Administrative Application provides a log-out message that indicates that the session has been reliably terminated.	Y	
58	The Contractor shall ensure the Administrative Application must automatically terminate a user- session after a pre-determined period of user inactivity.	Y	

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C. Batch Process, Cash Settlement, and Reconciliation

The EBP service must operate in compliance with all applicable banking regulations of the State of California and the Federal government. The EDD must account for and reconcile UI and SDI benefit payments. Reconciliation is the process by which the Contractor and the EDD monitor and manage the integrity of the EBP service. The process includes accounting for all EBP transactions submitted to the Contractor by the EDD. The EDD must ensure that all daily payment information is processed by the Contractor with confirmation sent back to the EDD.

The Contractor will interface with the EDD via batch files transmitted from both the UI and SDI payment sub-systems as well as a file transmitted from the Daily Transaction sub-system detailing demographic changes. The Contractor shall be able to retrieve batch files from the CalTech site on a daily basis by midnight (or on an otherwise agreed upon schedule) and maintain data security while in transport, during processing, and at rest.

The EDD requires the data files to be processed on a daily basis (seven days per week), based on business need. If there is no activity on any given day, the EDD does not transfer empty batch files. There are two types of data that the EDD will transfer to the Contractor: demographic and benefit payment. Because UI and SDI payments are processed separately, there are three files transferred in total: demographic, UI benefit payment and SDI benefit payment. Demographic and benefit payment data will contain requests with detailed actions and transactions.

Daily Batch File Record Counts (Table V.1) presents the approximate average daily record counts for each file type within UI and SDI benefit payment files. The data is based on a current aggregate EDD workload of approximately 4.4 million initial claims per year. The EDD's future automation projects may impact the number of records processed daily. For example, in the UI Modernization Project, claimants may certify eligibility on a Sunday, thereby increasing Monday's volume of records to process. This could potentially result in 500,000 payment records or more on a single day.

Table V.1 Current Daily Batch File Record Counts

Data Type	Average	Peak
Daily UI demographic data records	12,550	30,000
Daily SDI demographic data records	3,550	5,000
Daily UI payment data records	126,900	270,000
Daily SDI payment data records	19,000	46,000

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The Contractor is required to provide acknowledgement to the EDD in response to each data file transferred. The first acknowledgement will indicate that a file was successfully received and validated within five minutes of the data transfer. The second acknowledgement file shall reach the EDD within four hours after receipt of data file.

The second acknowledgement file will show what the Contractor did with each demographic record (applied or rejected) and each benefit payment request (paid or rejected). The Contractor is required to process the demographic update file before processing any payment request files. For each paid benefit payment request, the Contractor will provide a "payment ID" tracking number generated in consecutive order. This "payment ID" will be a unique eight character numeric identifier assigned by the Contractor. The Contractor will generate and assign "payment IDs" to UI and SDI benefit payments separately. Each payment request that fails or is rejected by the Contractor will be returned with a code identifying the reason for failure or rejection.

The EDD and the Contractor will develop an escalation process that will clearly identify phone numbers needed to manage production problems. None of these numbers will be to an automated answering service.

The EDD and the Contractor will each identify a SPOC to facilitate the resolution to any transfer and/or processing issue(s). The Contractor must specify the communication method to readily contact the SPOC.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
59	The Contractor shall provide on-call staff members to respond to data processing issues 24 hours per day, seven (7) days per week.	Y	
60	As required by EDD, the Contractor shall document and provide an escalation process for communication and data processing issues, including days and hours on-call staff members are available, methods of contact, and response times, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
61	As required by EDD, the Contractor shall provide an Interface Control Document that fully describes the file exchange process to be used, including batch transfer process, timelines for processing payment and demographic data files, disbursing benefit payments, and any other timeframes, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
62	The Contractor shall adhere to the file definitions, file naming standards and file transmission parameters provided in the Supplemental document.	Y	
63	The Contractor shall securely transfer files with the EDD using the mutually agreed transfer mechanism that meets the EDD's security requirements.	Y	
64	The Contractor shall return Acknowledgement files to the EDD within five minutes for each batch file transferred.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
65	The Contractor's Demographic and Payment Acknowledgement and 4-Hour Acknowledgement and 12-Month Never-Active files shall contain the following record types: • Header Record • Detail records • Trailer record	Y	
66	The Contractor's Payment Acknowledgement data file Header record shall include: • Record Type • File Type • Client ID • Creation Date • Creation Time • Revision Number • Client File Tracking ID • State Fund Type	Y	
67	The Contractor's Payment Acknowledgement data file Detail record shall include: • Record Type • Status Code • Expected Record Count • Expected File Total Amount • Actual Record Count • Actual File Total Amount	Y	
68	The Contractor's Payment Acknowledgement data file Trailer record shall include: • Record Type • Record Count	Y	
69	The Contractor's Demographic Acknowledgement data file Header record shall include: • Record Type • File Type • Client ID • Creation Date • Creation Time • Revision Number • Client File Tracking ID	Y	
70	The Contractor's Demographic Acknowledgement data file Detail record shall include: • Record Type • Status Code • Expected Record Count • Actual Record Count	Y	
71	The Contractor's Demographic Acknowledgement data	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	file Trailer record shall include: • Record Type • Record Count		
72	The Contractor shall process each data file within four (4) hours of receipt and return a 4-Hour Acknowledgement for each file received detailing the disposition of all data records.	Y	
73	The Contractor's Payment 4-Hour Acknowledgement data file Header record shall include: • Record Type • File Type • Client ID • Creation Date • Creation Time • Revision Number • Client File Tracking ID • State Fund Type	Y	
74	The Contractor's Payment 4-Hour Acknowledgement data file Detail record shall include: • Record Type • State Sequence Number • State Claimant ID (EBP ID) • State Program Code • State Extension Code • ACH Transmission Date • Fund Date • Amount Paid • Payment Tracking ID • Status Code • Status Code Description	Y	
75	The Contractor's Payment 4-Hour Acknowledgement data file Trailer record shall include: • Record Type • Record Count (Detail records only) • File Total Amount Funded • File Total Amount Authorized (from input file) • File Total Amount Rejected • Successful Record Count • Error Record Count	Y	
76	The Contractor's Demographic 4-Hour Acknowledgement data file Header record shall include: • Record Type • File Type • Client ID • Creation Date	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	• Creation Time • Revision Number • Client File Tracking ID		
77	The Contractor's Demographic 4-Hour Acknowledgement data file Detail record shall include: • Record Type • State Claimant ID (EBP ID) • Status Code • Status Code Description	Y	
78	The Contractor's Demographic 4-Hour Acknowledgement data file Trailer record shall include: • Record Type • Record Count (Detail records only) • Successful Record Count • Error Record Count	Y	
79	The Contractor shall notify the EDD within four hours of receipt if a transmitted file is unable to be processed.	Y	
80	The Contractor shall process payment data within four (4) hours of receipt to disburse benefit payments.	Y	
81	The Contractor shall return a payment data file in accordance with an agreed upon file format.	Y	
82	The Contractor shall distribute the entire benefit amount to the EDD's benefit claimants within four hours of cash settlement in the Contractor's bank account.	Y	
83	The Contractor shall notify the EDD SPOC within one hour when the data file fails to be transmitted to the EDD according to the schedule.	Y	
84	The Contractor shall resend data to the EDD upon the EDD's request within two hours from request.	Y	
85	The Contractor shall retain update data files for 72 hours (minimum) unless upon approval of the EDD.	Y	
86	The Contractor shall reconcile the deposit total(s) to the total(s) on the daily transmission file before transmitting to the EDD.	Y	
87	The Contractor shall provide a file confirmation to the EDD for each daily receipt of cash.	Y	
88	The Contractor shall provide the EDD with view access to the Contractor's Trust Account to view daily data on bank account activity including deposits, withdrawals and balances.	Y	
89	The Contractor shall ensure that the EDD's EBP Funds	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	reside in a California State Depository Bank.		
90	The Contractor shall transmit, within four hours of cash settlement, benefit payment data back to the EDD.	Y	
91	The Contractor shall provide daily information on cards that have not been activated for more than 365 days at a frequency not less than once each business day.	Y	
92	The Contractor shall return exception data, within four hours of receipt of the demographic data, to the EDD indicating which accounts could not be established, including the error codes describing the reasons for exceptions.	Y	
93	~~The Bidder shall identify demographic and payment data field lengths that are smaller than the corresponding EDD data field lengths. The EDD's file layout with field lengths may be found in the SDI and UI Current Files document in the Bidders' Library.~~	N/A	
94	The Bidder shall provide a list of characters that result in enrollment failures when used in demographic data.	Y	

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D. Change Management

Typically, change management is the process of developing a planned approach to change in an organization. The transition of EBP services from one vendor environment to another creates organizational impacts that must be considered as the project progresses. The EDD's objective is to maximize the collective efforts of all people involved in the change and minimize the risk of failure of implementing the change.

The Contractor shall develop a Change Management Plan that documents both the configuration management processes that the Contractor will employ to support the transition of process changes (including defects, problems, and enhancements), as well as steps for maximizing adoption of the new EBP services. The Contractor shall work collaboratively to ensure the EBP services are deployed with minimal impact to the EDD.

REQ#	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
95	As required by EDD, the Contractor shall develop a Change Management Plan in accordance with the Deliverable Expectations Document (DED) as described in Attachment V.1. E, Description of Deliverables.	Y	
96	The Contractor's Change Management Plan shall describe the configuration management processes, procedures and planned activities to support the introduction of process changes that will impact the EDD.	Y	
97	The Contractor shall provide organizational change management to the EBP Project for the facilitation and execution of organizational change management activities based on the Change Management Plan.	Y	
98	The Contractor shall immediately notify the EDD of any changes to EBP services that would affect the processes and activities presented in the EDD- approved Change Management Plan.	Y	
99	The Contractor shall document EBP Configuration items for the EDD within 5 days of identification.	Y	
100	The Contractor shall apprise the EDD within two (2) days of when baseline is established for an EBP Configuration item.	Y	
101	The Contractor shall inform the EDD of any changes in its and/or subcontractor critical information, ownership, contract termination, and other changes that could impact the services or EDD's claimants at least five business prior to the implementation of these changes.	Y	
102	The Contractor shall notify the EDD in writing of changes to the batch interface 30 days prior to the change, including contractor vendor services changes.	Y	

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REQ#	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
103	The Contractor shall provide a Defect Management Plan within 30 days of contract execution which defines at a minimum: • Timelines for resolution • Priority assignment matrix • Escalation process • Point of contact	Y	
104	The Contractor shall provide a Problem Management Plan within 30 days of contract execution.	Y	
105	The Contractor shall revise any affected plan, document, or material previously provided to or approved by the EDD, within 30 days of any changes to EBP services that would affect the processes and activities presented in the EDD- approved plan, document, or material.	Y	
106	All enhancements to the EBP service shall follow the EDD's approved processes.	Y	

The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.	
107	**Bidders should describe the defect resolution process for the EBP service, which shall include timelines (Average and Expedited).**

Defect resolution is an integral part of change management within our well-established problem management plan. Our team proposes to continue a structured framework to manage and control change throughout the lifecycle of the EDD's program. Whether enhancements are initiated as a result of legislation or regulatory change, our process provides the EDD the foundation necessary for both change and risk management. After thorough review of the RFP, we are pleased to inform the EDD that we comply with all of the requirements outlined throughout this section.

The Defect Resolution Process (DRP)

We recognize that defects can occur. Bank of America has a proven approach that rapidly identifies, tracks, prioritizes and resolves those defects. In this section, we highlight how we manage the defect identification process, and summarize the key resolution procedures and associated timelines. Our defect resolution process (DRP) is based on project management principles already in place with the EDD's current program.

DRP Definition

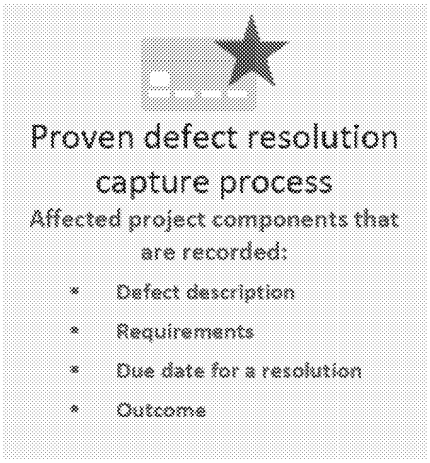
A defect is a deficiency in a project component that needs to be addressed because it does not meet the project's requirements or specifications. Our defect resolution process proactively resolves system defects. Since our program with EDD is already fully operational, by remaining with us you will bypass the need for system testing, which is where many defects are often found.

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Defects range from minor issues to more complex ones. An example of a minor defect may be a report that does not meet the expected format but is still legible, while a major defect may be a data value that does not initially transfer correctly between the EDD and EBP systems.

Our DRP is governed by our Quality Management Plan within the overall project management process.

For example, when a defect is verified and ready for inclusion in the release, the release is not deployed until all the related project management activities are concluded. The bank formally tracks this information and collaborates with the EDD's team to actively and effectively monitor and resolve deficiencies during the Quality Control activities of the process.



Configuration/Change Control Management Plan (CCMP)

The Configuration/Change Control Management Plan is executed alongside the DRP and ensures that project components, including documents, plans, and deliverables are appropriately defined, versioned, reviewed and approved during defect resolution. While Project Manager Sabrina Clark will be the primary facilitator, she is supported by representatives from all aspects of our program operations. We comply with the EDD's requirement to revise any affected plan, document, or material previously provided to, or approved by you, within 30 days of any changes to EBP services.

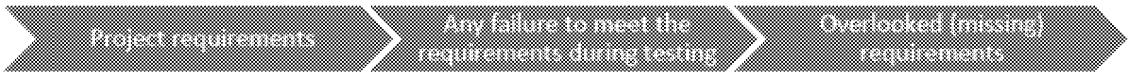
Our Configuration/Change Control Management Plan describes:

- Bank of America and the EDD's roles and responsibilities
- How project configuration and change control is managed
- Configuration and Change Control Management Steps
- Which project components are included in the Change Control Management Plan
- How a change request moves through the Change Process:
  - submission of request
  - request reviewed and validated
  - request assessed for Risk Review and Impact
  - modifications scheduled
  - modifications implemented
  - testing of modifications
  - review of modifications
  - modifications applied
- The naming convention for the documents, components, revisions, and releases
- The document Version Control and Release Approval Procedure
- The Configuration control log

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Defect Identification and Resolution

Defects are identified during development and testing before transition to an operational system. Defect resolution may be requested by the EDD's staff, bank associates customizing the code, testers, and managers in response to:



In an operational system, the Client Services team gathers information from a variety of sources that are used to assist in the analysis and permanent resolution of incidents and events. Valuable sources of data for the Client Services team include:

- Users
- Test and audit event records
- Log files
- Development/change cycle
- External vendors
- EBP partners and stakeholders

A synopsis of the defect tracking stages is depicted in the table below.

Stage	Definition	Authority
Identified	A defect is defined as a process that has occurred that is not considered to be what is expected or routine, and is not in concert with expected outcomes.	Project Manager Project Team EDD
Submitted	The defect is submitted for tracking and resolution.	Project Manager Project Team EDD
Opened	Defect status is 'open' until resolution. Ranking of the defect priority will be based on severity. Severity is determined by the impact to the project stage. For example, if in production, does the defect cause payments to not be transmitted – if yes, then the severity of the defect is the highest designation (1).	Project Manager Client Services Project Team EDD
Assigned	An opened defect is then the responsibility of the Project Manager to assign work based on the defect type and update the schedule to support resolution.	Project Manager
Resolved	Signifies the defect resolution is complete and now ready for verification.	Project Manager Development Manager QA Manager Assigned developer – as needed
Verified	A defect solution has been verified in a test build and is ready for inclusion in a release.	QA
Closed	Defect is resolved. This is the final stage. Documentation is completed to support closing the defect.	Project Manager

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Process for resolving client errors

The solution follows a standard process for resolving errors initiated by the client (the EDD). Per the current contract, there is a single point of contact for client program resolution:

Client-Level Support: Phone: 916.730.2948

Non-technical after hours client support will be provided by the Project Manager that has been assigned to the EDD EBP Project.

All issues related to the EDD program are routed to the Project Manager, who will engage appropriate bank team members to troubleshoot and resolve the issue. The project manager can provide:

- Subject matter expertise on the EBP Project
- Escalating issues and enhancement requests to Product and Production Support teams.
- Initiating conference calls with clients, internal development staff, and Account Managers when necessary
- Providing a solution during system problems

The resolution process timeline is depicted in the tables below for Severity 1 through 3 Defects.

Problem Resolution Timelines

Defect Resolution Timeline – Expedited (Severity 1 defects)		
Step	**Activity**	**Expected Timeline**
Defect identified	Review the defect and prioritize	1 hour
Defect Assigned	Defect is investigated and solution created	1 - 4 hours
Test	Solution is verified through test	1 – 4 hours
Verified	Resolution to the defect is complete	Within 1 business day

Defect Resolution Timeline – Average (Severity 3 and Severity 2 defects)		
Step	**Activity**	**Expected Timeline**
Defect Submitted	Review the defect and prioritize	1 hour
Defect Assigned	Defect is investigated and solution created	1 day – 1 week
Test	Solution is verified through test	3 business days
Verified	Solution is reviewed and approved	1 business day

The solution provides a standard call flow that has been developed to service the EDD. This client call flow defines the process by which all problems enter into Bank of America and are addressed or escalated until the problem has reached resolution.

When the defect process involves a change to the system our team works with the EDD to determine the appropriate resolution procedure. Resolution may include the creation of a change request.

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Change Request processes include:

- Determine a change request is the appropriate outcome of the defect resolution process
- Create an impact analysis document which governs the discussion and analysis to determine the resolution and identify risks, mitigants, workarounds, prioritization and solution
- Approval of the impact analysis to support the change request
- Incorporation of the change request and modifications

The outcome of the change request process may be a contract amendment if needed, or a change to current procedures, policies, business rules or files. It may also include a change to the technical environment dependent upon the nature of the change needed.

Process for resolving claimant errors

The solution follows a standard process for resolving errors initiated by a claimant. Claimants will be provided the toll-free Bank of America Merrill Lynch Customer Service number when the claimant receives their card. This number is displayed on the back of the claimant's card, as well as on monthly statement.

The phone numbers for the claimant IVR are as follows:

Automated/Live Customer Service: 1-866.692.9374

TTY Line: 1-866.656.5913

Outside U.S., call collect: 423.262.1650

For convenience, automated account information, dedicated Customer Service Representatives are available 24 hours a day, 7 days a week.

Automated account information options include:

- Card activation
- PIN selection and changes
- Check account balance and recent transactions
- Check date/amount of last deposit
- Opt to speak to a Customer Service Representative

Customer Service representatives can help with the above options, plus:

- Resolve a question about your account statement
- Process duplicate statement requests
- Investigate transactions
- Process lost/stolen/damaged card reports
- Request an emergency cash transfer
- Claimant reported issues with the Claimant Website, IVR

Timelines for resolving identified errors to claimants

Claimant Problem Resolution Timelines are defined by standard Bank of America service levels based on quality, speed of answer, system scheduled downtime, etc.

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Bank of America employs a standard timeline for IVR-initiated problem resolution time. The average time for claimant inquiry through a call initiated through the IVR is within 240 seconds. Claimant inquiries that require additional research or review and cannot be handled by the initial representative are transferred to the appropriate area for research and resolution.

IVR-Initiated Problem Resolution Time

Metric	Freq.	Description	Green
Quality			**0.0%**
Call Quality (CQ)	Monthly	Average QA score for the month	CQ ≥90 out of 100 possible points
Problem Resolution (PR)	Monthly	Percentage first call resolution	PR ≥ 80%
Customer Delight with Rep Drivers (CR)	Monthly	Customer delight with rep drivers	CR ≥ 89%
State of California			
Service Level (SL)	Monthly	Percentage of calls offered answered within 30 seconds	SL ≥ 70%
Maximum Speed of Answer (MSA) [replaces ASA]	Monthly	Maximum time it takes for an offered call to be answered	MSA ≤ 120 sec.
System Scheduled Downtime (SSD)	Monthly	Scheduled monthly system downtime	SSD ≤ 2 Hrs.

108	**Bidders should describe how they would resolve production problems to the EBP service, which shall include timelines (Average and Expedited).**

We take production problems very seriously, and propose to continue our current process, which quickly identifies and resolves issues that impact the ability to swiftly process funds to claimants. This section addresses the EDD's requirements regarding production problems; including definition, identification, risks, issues, communication and timelines.

Production Problem Definition

A production problem is defined as an unexpected issue that arises in an operational EBP service during normal processing. Some examples include:

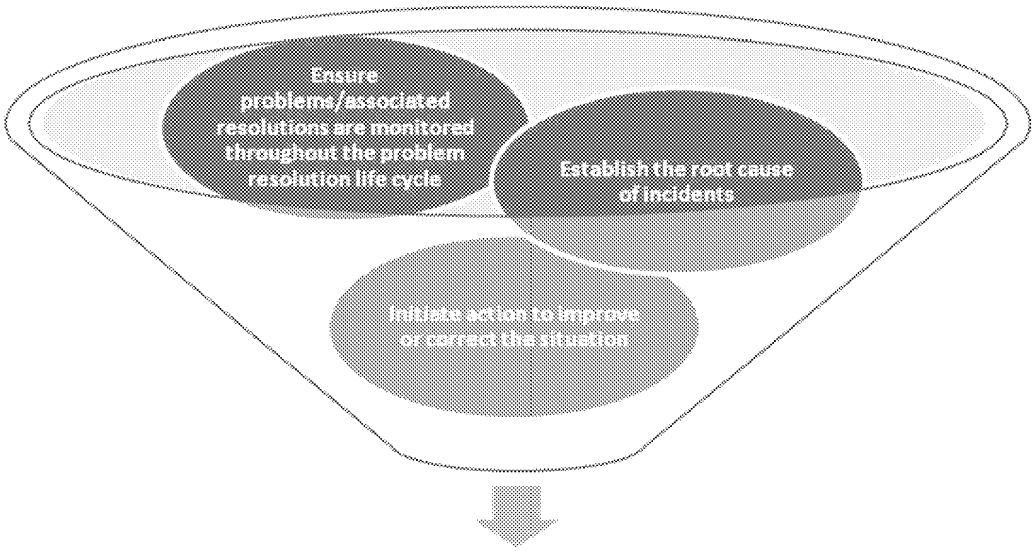
- An ACH transfer that fails to validate
- A firewall that flags an alert
- An unusual spike in call volume

Our production problem resolution process (PRP) is found within the bank's Problem Management Plan, and is executed alongside the change management process. The PRP ensures that all incidents and problems affecting the EDD are identified as part of quality control, tracked, analyzed for quality assurance and future improvements, and resolved. Change Management defines the control processes. The Change Management Process is described in greater detail in response 109 – Implement Enhancements.

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Key Goals

The key goals of problem resolution are to restore normal service operation as quickly as possible, minimize adverse impact on the EDD's business operations, and prevent the recurrence of incidents related to these errors.



Communication

As a result of our continuous quality monitoring methods, production issues are identified early and resolved expeditiously to minimize impact to the EDD. The EBP status is communicated to you by your Project Manager Sabrina Clark during monthly meetings with EDD program staff. During this meeting open action items, open issues, defects and risk watch points are reviewed. In addition, Sabrina participates in the bi-monthly EDD leadership meeting to review overall program status and discuss any open issues or upcoming changes. The operational reports already in place today allow us to measure performance, identify issues, track progress, monitor activities and provide transparency.

Key Benefits

The key benefits of our Production Problem Resolution Process include:

- Reduced operational impact of errors
- Fewer repeat incidents
- Historic data used to identify trends and proactively prevent problems
- Increased first-time fix rate and speedier service restoration
- Complete resolution as underlying causes are identified and corrected
- Increased understanding of the impact of incidents on service level targets enabling improved prioritization
- Accurate information on the incidents that are occurring
- Increased availability of management information
- Improving use through applying resources where most required
- Quick communication with the EDD to gain swift approval for resolutions

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The PRP contains both **reactive** and **proactive** aspects. The **reactive** elements provide direct support to the day-to-day operational activities, such as incident management, and focus on activities aimed at resolving problems for current issues. **Proactive problem resolution** identifies underlying problems to prevent incidents before they occur. We conduct trend analysis of problem data and incident records to achieve this goal.

Production problems are categorized into one of the following areas:

1) Application software (IVR, web, data transfer applications with State)
2) Hardware (cabling, generator, servers)
3) Interface partners
4) Data transmission
5) Facility (physical building, card access system
6) Network (routers, firewalls, etc.)
7) Production operations (data entry, customer service, etc.)
8) Technical operations (IT, Client Services)
9) Non-card operations (Interface Partners)
10) Security (physical, data, or external)

Production problems are prioritized by assessing the business impact and analyzing the urgency and resources required to affect either temporary or permanent solutions to the problems. This ensures that problems are routed to the appropriate group for resolution.

The EDD will follow the standard Bank of America client resolution process based on the severity of the incident, which follows the guidelines defined in the table below.

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Client Resolution Categorization and Timeline Process

Resolution to system problems reported by claimants and the EDD will be provided on a schedule based on the severity of the incident. There are a variety of methods for reporting errors to the EDD including direct contact by the assigned Project Manager.

Severity	Definition	Guidelines
1	▪ Application or system is completely down. ▪ Application or system cannot be used at all and normal recovery has failed. ▪ A critical hardware device or critical function is malfunctioning leading to multiple missed commitments and normal recovery has failed. ▪ There is no workaround or the workaround is not acceptable. ▪ Performance, legal agreements, or regulatory requirements are in violation. ▪ Reputational risk will be unacceptably compromised.	▪ Target Service Level Agreement (SLA) for service restoration within 2 hours. With permanent fix tested and installed within 30 business days. ▪ The permanent fix or final resolution should be implemented as soon as possible and the workaround discontinued. ▪ Support groups are required to work around the clock until workaround or correction is implemented and will receive top priority for all resources required to circumvent/correct problem.
2	▪ Partial loss or significant degradation of functionality based upon the Line of Business (LOB) SLA. ▪ Users are able to manage the impact by utilizing a workaround. ▪ Performance, legal agreements, or regulatory requirements are in jeopardy. ▪ A missed critical commitment to the client or their SLA. ▪ A recurring problem that adds up to a significant impact. ▪ Potential of reputational risk exists if service restoration is not completed in a timely fashion.	▪ Target SLA for service restoration within 24 hours, permanent fix tested and installed within 60 days. ▪ The permanent fix or final resolution should be implemented as soon as possible and the workaround discontinued. ▪ Support groups are expected to implement an interim solution or correction as quickly as possible and will receive immediate attention for all resources required to circumvent/correct problem. ▪ Permanent resolution by next major release, unless early resolution is negotiated.
3	▪ Any application failure or system, hardware or network abnormality requiring support group intervention for circumvention. ▪ No critical commitments were missed. ▪ Online services were not disrupted. ▪ Performance, legal agreements, or regulatory requirements are not in jeopardy.	▪ Target SLA for service restoration should occur within 10 business days or more, permanent fix tested and installed within 120 business days. ▪ Appropriate support groups are required to implement circumvention. ▪ Negotiate permanent resolution of problem. ▪ Cosmetic issues, circumstantial non-critical documentation problems that caused no missed commitments, may be deferred until all higher priority critical problems have been appropriately resolved. ▪ After the permanent fix or final resolution is implemented, the workaround or immediate corrective action should be discontinued.

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109	**Bidders should describe how they would implement enhancements to the EBP service, which shall include timelines (Average and Expedited).**

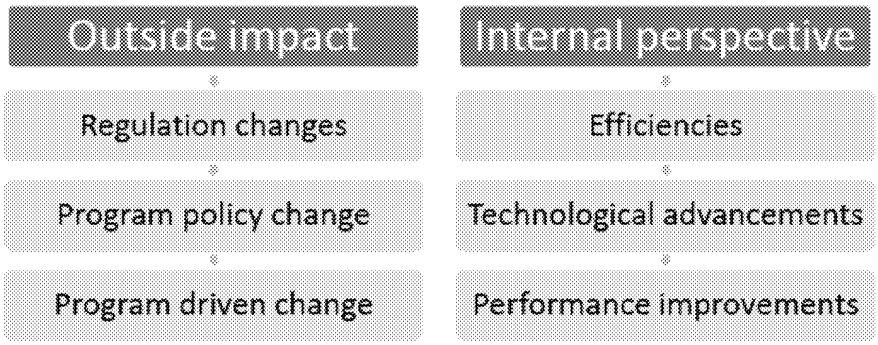
Program enhancements are an integral, evolving component of any successful program. As we have demonstrated through the successful solution provided since the inception of EDD's current program, our enhancement and change management control process is not only effective – it's proven.

Specifically, we will describe the processes, procedures, and planned activities to support any technical process changes or enhancements that will impact the EBP environment.

Continuous Improvement: Outside and Internal Factors

We are dedicated to quality and the EDD's satisfaction through continuous improvement and enhancement of the operational EBP service. Our approach to change management provides a planned approach to change, which ensures enhancements are managed with strong standards-based on project management. The bank's change management process minimizes risk while effectively applying resources and delivering quality.

Below, we present our understanding of the importance of continuous improvement, both from an outside impact and an internal perspective.



Our Project Management processes comply with all applicable EDD policies and procedures, including EDD project management guidelines. We will continue to coordinate with the EDD to clarify accountability and ownership of action items. We also coordinate Configuration/Change Control Management to ensure that processes, software, hardware and documentation remain in sync between the EDD and EBP, as well as within the EBP.

Enhancement Request

Enhancement requests may come through our quality management processes, a new feature request from the EDD PMO, or a change in regulations affecting the EBP. We coordinate with the EDD on the status and disposition of requests and collaborate with you to define requirements and ensure that they are met. As the EDD is well aware, we apply an accountable Change Request and Change Control Process to each of our projects, and offer you the confidence that deadlines and requirements will be met or exceeded.

The activities of the change management approach are detailed as follows:

- Continue to team with the EDD to identify necessary changes
- Review and approve requested changes with the EDD's project management
- Document the complete impact of requested changes and identify risks to the project

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- Monitor enhancement project progress against project schedule for all tasks and activities and assign resources as necessary for timely completion
- Reduce risks through rigorous enhancement testing and regression testing
- Release only approved changes, maintaining related configuration and documentation
- Continuously communicate status on activities and progress to the EDD's project management

Our Change Management approach is integrated in the overall Project Management knowledge areas. An enhancement does not only affect a new production release to the operational system – it also affects test environments, backup and restoration processes and tools, roll-over and roll-back procedures, marketing materials to claimants, training, disaster recovery plans and business continuity plans.

Enhancements to the EBP Service

Enhancements to the EBP service will continue to be delivered according to a planned release schedule. We adhere to release schedules in order to effectively manage project resources and reduce the risk of change. Release schedule updates and any impact to EBP functionality will be conveyed through the Project Manager as needed. Generally, releases in the production environment occur once per month, on a pre-established date and day, and published in the Weekly Production Release Schedule.

Enhancements will be prioritized and ranked in collaboration with the EDD. Enhancements are typically ranked based on:



Enhancement Timeline

The enhancement timeline is depicted in the tables below. We will continue to work with the EDD to confirm the specific times for introducing any new enhancements, dependent upon complexity of the request.

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Enhancement Timeline – Average

Step	Activity	Expected Timeline
1. **Enhancement Request**	Identify, review, and approve requested enhancements.	One week
2. **Impact Analysis**	Document the complete impact of requested changes and identify risks to the Project. Obtain the TWC approval on impact analysis and enhancement scope.	One - three weeks
3. **Requirements Definition**	Thoroughly document all technical and business requirements associated with the enhancement	Six to eight weeks
4. **Requirements Acceptance**	Once the requirements have been defined, we ask for written acceptance from the client that the requested changes have been documented thoroughly and according to your expectation	1 week
5. **Scope Confirmation**	High-level estimates of development effort will be provided after Scope is approved Small = <500 hours Medium = 501 - 2,000 hours Large = 2,001 – 4,000 hours X-large = >4,001 hours	4 weeks
6. **Functional Design**	Development of the specific technical plan to make the requested system changes	Six to eight weeks
7. **Development/** 8. **coding**	Solution is architected and coded according to the detailed specifications outlined in the requirements	TBD based on the size of the change and the systems impacted (see Scope Confirmation above)
9. **Test**	Reduce risks through rigorous enhancement testing and regression testing.	One month or longer depending upon complexity
10. **Customer Acceptance Testing**	Review and acceptance by the client if applicable for the change.	One week
11. **Implement**	Monitor enhancement Project progress against Project schedule for all tasks and activities; assign resources as necessary for timely completion.	One month or longer depending upon complexity
12. **Release**	Release approved changes, maintaining related configuration and documentation.	Enhancement releases occur quarterly, and projects are typically scheduled for installation 9 to 12 months in advance (depending on size)
13. **Post-Production Validation**	Once the enhancement is installed, we will work with the client to conduct post-production validation and ensure the enhancement is working as expected in production	Up to two weeks following release

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Under all of the above steps, processes and protocols, is the controlled testing effort that Bank of America relies on to support a risk managed, risk mitigated project approach.

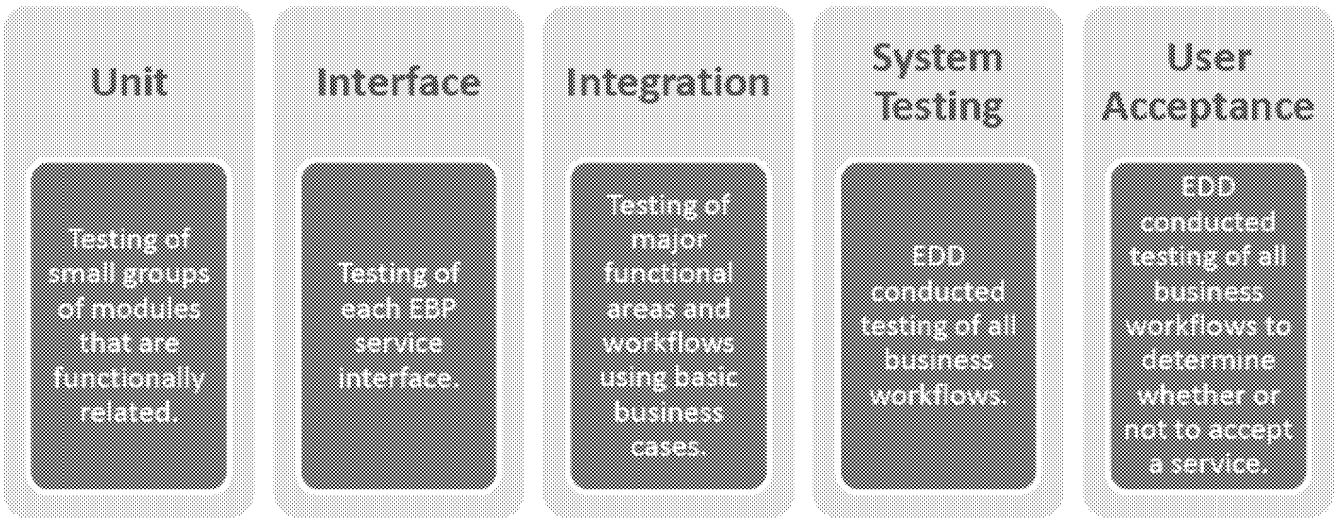
For expedited enhancements, the timelines are highly dependent upon complexity of the enhancement request and existing release dates for planned enhancements. Bank of America will work with the EDD to accelerate release dates when possible, without compromising the testing plans required for a quality release of functionality.

Testing

The purpose of testing is to ensure each component is functioning as designed and that the components interface and the service as a whole functions as designed for changes identified. Changes to the EBP Project and card capability will be tested in stages as needed (i.e., interfaces, functionality, reporting) to keep the number of variables to a minimum in both the application and test environment for each stage of testing related to the change.

The purpose of testing is to ensure each component is functioning as designed and that the components interface and the service as a whole functions as designed for changes identified. Changes to the EBP Project and card capability will be tested in stages as needed (i.e., interfaces, functionality, reporting) to keep the number of variables to a minimum in both the application and test environment for each stage of testing related to the change. The testing begins with the evaluation of the simplest element and progress to testing of the full EBP service in the production-equivalent environment.

The types of testing to be conducted will include:



Approval/rejection of change requests

The approval or rejection of a recommended change should be based on the merits of the change requested. An originator may recommend a change. That originator may be part of the EDD organization, a stakeholder, or within the Bank of America organization. Recommended changes may have impacts on other efforts and projects underway within either organization and must be carefully considered for holistic implications across the enterprises. Areas that are impacted by the change must also be informed of the recommendation and allowed to participate in the assessment of the change request. In the event a change is the result of a regulatory or statutory mandate, the timelines associated with the change must be clearly identified. Emergency changes are defined as unanticipated changes that if not expedited may have negative, unintentional impacts on the claimants or agency.

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Priority levels

A priority level is assigned for each recommended change based on the urgency of the change requested. Each change request will be assigned to a lead, with additional members assigned to support the lead. The lead will develop a summary recommendation document that will later be used as the basis for the detailed impact analysis. A brief description (five sentences or less) of the change request is created to ensure a common understanding of the request. A justification for the change request is also developed. This justification should identify the legislative change, the efficiency saving (Full Time Equivalent) if applicable, the severity level, or the data integrity issue being addressed. The justification should also describe the reason(s) for the change and the benefits of implementing the change. An explanation of the rationale for selecting the priority level by identifying the factor(s) from the change request priorities that apply to the change must also be outlined. Consideration and discussion related to the implications to the project if the change is not implemented must be outlined. Consideration and discussion related to the possibility of an interim business process resolving the requested change, if applicable, must also be outlined.

Impact analysis

From the initial change recommendation, an impact analysis is completed. The impact analysis forms the basis for determining relevant information, such as if a contract amendment is needed. The impact and risks associated with the change are outlined. The impacts and risks associated with not implementing the change are also determined. The recommended change is determined based on all of the information from the impact analysis.

Implementing change requests

Change requests which are approved will be implemented in accordance with the timelines as documented in the Impact Analysis and Change Request form. The change process, once implemented through the Impact Analysis Process, is reviewed thoroughly by the project team members, the EDD and Bank of America, as needed. If a change is accepted for approval, then the process to implement the change is followed. If a change is deferred or rejected the reasons are documented, and the Project Manager retains a copy for future reference. Once a change is implemented, the contract may be amended as needed, and the change request is considered closed.

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E. Claimant Account Structure, Corrections, & Adjustments

Until EDD is ready to provide claimants the option for direct deposit, the contractor must provide claimants the option of establishing direct deposit transfer at no cost to EDD or the claimants. The contractor must be able to effect a transition from direct deposit transfer to direct deposit with no service interruption to the claimants.

Once direct deposit is available to the claimants, the contractor will be responsible for the direct deposit of funds from the EDD to the claimants' bank accounts, including resolution of errors in the direct deposit processing.

Where the claimant has not elected direct deposit into a bank account of his/her choice and has instead selected to receive benefits via prepaid debit card, the EBP Contractor shall create a debit card account for each new claimant upon the receipt of claimant demographic and payment data from the EDD. Each claimant should have only one account profile with a unique identifying number. In the event an existing account is compromised, the contractor shall have the ability to assign a new debit card account with a new account number to the same individual when request to do so by the EDD. Each account will be insured up to FDIC limits. ~~Debit Cards can have a status of Issued, Active, Suspended, Closed, Inactive, or Reverted~~. The Contractor shall offer claimants the ability to transfer funds from their debit card to their selected bank accounts on a one-time or recurring basis for the full or partial amounts.

The debit card account will provide the claimant a list of all transactions by date and amount, including deposits from the EDD, direct deposit transfers to the claimant's bank account, Point of Sale (POS), and other claimant-generated transactions. Statements will be provided for claimants showing all of their transactions for a given period of time. Statements will be provided in compliance with Federal Reserve Regulation E (Regulation E), which implements the Electronic Fund Transfer Act (EFTA). For claimants who select direct deposit of their benefits to a bank account of their choice (when it becomes an available option), no EDD account shall be created. However, the Contractor shall still comply with any applicable requirements imposed by the EFTA and/or Regulation E, such as notice and disclosure obligations.

For claimants who elect to receive their benefits on the debit card, the account information will include, but is not limited to, demographic data including name, address, phone number, and account number. The Contractor is required by law to comply with all applicable banking laws governing financial privacy, for example the Bank Secrecy Act, USA Patriot Act, Federal Financial Privacy Law, and the Information Practices Act of 1977, California Civil Code § 1798, et seq., and the Fair Credit Reporting Act and Regulation V, 12 CFR 222.Contractor shall ensure that claimants who receive debit cards will be able to access their real-time account information via website, IVR, telephone customer service representative, and ATM.

For claimants who do not qualify for a debit card per banking regulations and do not provide bank account information for direct deposit (once it becomes available), the Contractor shall provide an alternative disbursement method to the claimants, e.g., digital disbursement services for those who have a mean of receiving digital disbursement, or check writing services. The contractor shall provide the claimant substantiation for any method of benefit payment.

The Contractor shall follow business rules, processes and timelines for resolving claimant account errors as outlined in the Regulation E. This includes errors identified by the claimant or the Contractor. The Contractor shall provide documentation that describes how individual claimant account errors are detected and resolved, including:

- How errors identified by the claimant are logged, categorized and resolved and the timeframes associated with these processes.
- How errors identified by the Contractor are resolved and the timeframes associated with the process.

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
110	The Contractor shall submit the documentation of its business rules, processes and timelines for resolving identified errors to claimants' accounts to the EDD for review and approval within 30 days of contract execution.	Y	
111	The Contractor shall document how errors are logged, categorized and resolved and the timeframes for resolution and provide it to the EDD.	Y	
112	For debit card accounts, the Contractor shall document how new debit card accounts will be assigned to existing claimants when the EDD requests a new account.	Y	
113	Claimants shall have only one active debit card account at a time.	Y	
114	The Contractor shall have the ability to assign more than one debit card account to the same claimant at EDD's direction, while keeping only one debit card account active.	Y	
115	The Contractor shall have the ability to move applicable funds from the inactive debit card account to the new active debit card account at EDD's direction.	Y	
116	The Contractor shall have the ability to reconcile all benefit disbursements, issued via prepaid debit card, direct deposit or direct deposit transfer, associated with one claimant.	Y	
117	The Contractor shall document and provide to the EDD the process for notifying claimants of potential account closure due to fraudulent card activity.	Y	
118	The Contractor will allow new debit card accounts to be created under the direction of the EDD when debit card accounts have been closed and the claimant is the victim of the fraudulent activity that caused the card account to be closed.	Y	
119	Prior to establishing a direct deposit, the Contractor shall utilize a pre-note process to confirm valid bank account information with the claimant's designated financial institution.	Y	
120	Until EDD is ready to provide claimants the option for direct deposit, the Contractor shall provide claimants the option of establishing direct deposit transfer at no cost to EDD or the claimants.	Y	
121	During the availability of the direct deposit transfer, the Contractor shall provide claimants the option of	Y	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002683

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	establishing a single or recurring direct deposit transfer for a portion or the entire benefit payment amount to the bank account of their choice.		
122	When EDD communicates its readiness to implement direct deposit services, the Contractor will discontinue direct deposit transfer services and provide a seamless transition from direct deposit transfer to direct deposit.	Y	
123	The Contractor shall be responsible for resolution of errors in any disbursement method (debit card, direct deposit transfer and direct deposit, check and digital disbursement included.	Y	
124	The Contractor shall provide the EDD with its direct deposit and error resolution process.	Y	
125	Upon receipt of funds from the EDD, the Contractor shall transmit the direct deposit funds to the claimant's account at the claimant's depository institution.	Y	
126	The Contractor will reimburse claimants for lost interest and bank-related expenses (i.e., stop payment fees, returned item fees, etc.) for failure to deposit funds to the claimants account as required by the EDD.	Y	
127	As required by EDD, the Contractor shall describe debit card and direct deposit services available for claimants living outside the continental United States, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
128	The Contractor will issue new debit cards under the direction of the EDD when debit cards expire and claimants are issued new benefits.	Y	
129	The Contractor shall create a new EBP profile upon receipt of demographic data for a new UI or SDI claimant.	Y	
130	The Contractor shall disburse to each claimant the entire amount the EDD authorizes.	Y	
131	The Contractor shall provide banked claimants the option to establish direct deposit of their benefit payments into bank accounts of their choice.	Y	
132	The Contractor shall accept the EDD generated unique claimant identifier as the EDD's unique identifier for each account.	Y	
133	The Contractor's Website shall provide claimants the ability to initiate, modify or terminate their direct deposit transfer options. This ability shall include:	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	◦ All of each benefit amount ◦ A portion of each benefit amount ◦ One time transfer ◦ Recurring transfers		
134	The Contractor shall accept and record the EDD's updates to claimants' Social Security Numbers.	Y	
135	The Contractor shall allow (shall not change or impede) the EDD's current ability to offset future payments in the event of a benefit overpayment.	Y	
136	The Contractor shall allow (shall not change or impede) the EDD's current ability to offset future payments in the event of a Child Support Intercept (CSI) withholding.	Y	
137	The Contractor shall allow (shall not change or impede) the EDD's current ability to offset future payments in the event of a Voluntary Federal Income Tax (VFIT) withholding.	Y	
138	The Contractor shall allow (shall not change or impede) the EDD's current ability to authorize payment of less-than or more-than the Weekly Benefit Amount.	Y	
139	~~The Contractor shall allow (shall not change or impede) the EDD's current ability to perform payment transfers.~~	N/A	
140	The Contractor shall allow (shall not change or impede) the EDD's current ability to perform week- ending date changes.	Y	
141	~~The Contractor shall provide alternative disbursement payment methods at no cost to EDD or the claimants when the following circumstances occur:~~ ~~a. The claimant does not qualify for a debit card per banking regulations; and~~ ~~b. The claimant does not provide bank account information for direct deposit.~~ ~~c. Subparagraph b shall not apply until direct deposit is implemented.~~ ~~Alternative disbursement methods must include digital disbursements for those who have a means of receiving digital disbursement, and for those who do not, check writing services.~~	N/A	
142	The contractor's process shall allow the EDD to account for each benefit payment disbursed to the claimant.	Y	
143	The Contractor shall annually return (revert) the entire card balance to the EDD for all debit cards that one year has lapsed from the last date the card was successfully funded in the event a debit card has never	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	been activated and the balance of the account has never been reduced.		
144	The Contractor's 12-Month Never-Active data file Header record shall include: • Record Type • File Type • Client ID • Creation Date • Creation Time • Revision Number • Client File Tracking ID	Y	
145	The Contractor's 12-Month Never-Active data file Detail record shall include: • Record Type • State Claimant ID (EBP ID) • Payment Tracking ID • State Fund Type • Client SSN • Fund Date • Amount Funded • WeekEndDate1 • WeekEndDate2 • Debit Card Issue Date	Y	
146	The Contractor's 12-Month Never-Active data file Trailer record shall include: • Record Type • Record Count (Detail records only) • Total Amount Funded • Total Amount Funded for DI • Total Amount Funded for UI	Y	
147	The Contractor shall work with the executor, administrator or heir of a deceased claimant to remit any funds once the EBP funds have been transferred to the Contractor.	Y	
148	The Contractor shall establish only one profile for each claimant that can accept benefit payments for both the UI and SDI programs.	Y	
149	The Contractor shall identify the program type for each benefit payment: UI or SDI.	Y	
150	The Contractor shall add, implement, and support new benefit types at the EDD's request.	Y	
151	The Contractor shall not sell, distribute, or use claimant information for any purpose unrelated to EBP without prior approval of the EDD.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
152	The Contractor shall have the capability to associate the activity that occurred under the wrong SSN with the correct SSN for audit trail purposes.	Y	
153	The Contractor shall process all benefit payment amounts provided by the EDD without alteration or adjustment. The EDD will be solely responsible for determining the accuracy of the benefit amount.	Y	
154	The Contractor must be able to issue debit cards to minors as directed by the EDD. Minors are claimants under 18 years of age.	Y	

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F. Customer Service

The EBP Service must accommodate future growth needs. The Capacity of Service Plan will discuss how metrics will be monitored to ensure the services to claimants (i.e., IVR, Website, and Customer Service Centers) are sized correctly.

The EDD is determined to ensure its claimants and users have the best possible EBP "experience." As part of this effort, the EBP service must be both adequately sized to run the EDD's EBP transactions and properly tuned to enhance transaction processing efficiency. The following requirements address EBP service capacity planning and management.

Claimant Website

The Contractor shall provide a Web-based application (Website) to support claimant financial inquiries. The Website must allow claimants to initiate, terminate or modify their direct deposit options, review detailed account information, and submit financial correction requests. Claimants must be allowed to change their IVR or debit card PIN and Website account password using this Website. The Contractor's Website shall be available seven (7) days per week, twenty-four (24) hours per day and be available and operational 99.9% of the time.

Interactive Voice Response Services /Customer Service Call Center

The Contractor shall provide claimant IVR services. The claimant IVR answers claimants' questions regarding their electronic payments, helps them resolve problems and allows them to establish and reset their PIN/password. The Bidder shall describe in detail its ability to provide required IVR services. The Contractor's IVR shall be available seven (7) days per week, twenty-four (24) hours per day and be available and operational 99.9% of the time.

The Contractor shall provide a claimant Customer Service Center (CSC) that allows claimants to speak to a CSR to answer claimants' questions and resolve problems. The Bidder shall describe in detail its ability to provide required CSR services. The Contractor's CSC shall be available seven (7) days per week, twenty-four (24) hours per day and be available and operational 99.9% of the time.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
155	The Contractor shall develop a Capacity of Service Management Plan for the management of service capacity and performance in accordance with an approved DED. The Capacity of Service Management Plan shall cover, but not be limited to, the following areas: • How EBP capacity requirements will be met. • How capacity issues shall be managed for all components of the EBP Project. • How capacity utilization will be monitored and capacity thresholds will be established. • Corrective and escalation processes that will be used in the event any capacity thresholds are reached. • List of services provided by the CSC.	Y	
156	The Contractor shall provide the EDD a service capacity and performance data report on a weekly basis in	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	accordance with an approved DED. This report shall include at a minimum: • IVR Capacity • Call Center Capacity • Website Capacity • Transaction Processing Platform Capacity		
157	When EDD is ready to provide claimants the option for direct deposit, the Contractor's Website shall provide the ability for the claimant to initiate or terminate their direct deposit and direct deposit transfer options.	Y	
158	The Contractor's Website shall provide the ability for claimants to change their secure identifiers (i.e., Debit Card PIN, IVR PIN, website password).	Y	
159	The Contractor's Website shall provide claimants the ability to change their personal configuration settings (i.e., email address, language settings etc.).	Y	
160	The Contractor's Website shall provide claimants the ability to view their personal demographic information.	Y	
161	The Contractor's Website shall provide claimants the ability to view their current debit card account balance.	Y	
162	The Contractor's Website shall provide the ability for claimants to view statement information on-line. This service shall be available for claimants who selected debit card and direct deposit transfer services.	Y	
163	The Contractor's Website shall provide the information for claimants to submit correction requests for disputed transactions.	Y	
164	The Contractor shall submit to the EDD for approval, prior to release, any material associated with the EBP service that is available to the public or the EDD's claimants via the Contractor's Website.	Y	
165	The Contractor shall have a process for the EDD to conduct testing on the Website prior to the beginning of transition and during implementation in a test environment via remote access.	Y	
166	As required by EDD, the Contractor shall document and provide to the EDD a process for the EDD to report Website problems, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
167	The Contractor shall have a process for the EDD to conduct testing on the claimant IVR in a test environment via remote access prior to transition and during implementation at least 60 days before	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	transition and implementation.		
168	As required by EDD, the Contractor shall document and provide to the EDD a process to handle identified IVR system problems, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
169	The Contractor shall use the EDD approved scripts for the claimant IVR.	Y	
170	The Contractor shall use EDD approved scripts in the Contractor's IVR and Call Centers for unanticipated events related to EBP processes and transactions.	Y	
171	The Contractor shall develop, provide and maintain IVR documentation for the EDD approved scripts.	Y	
172	The Contractor shall provide the EDD with a weekly report on program calls unrelated to the Contractor's responsibility.	Y	
173	The Contractor shall develop and maintain an EDD Customer Service Manual for CSRs who respond to calls from the EDD's claimants, authorized representatives or heirs.	Y	
174	The Contractor shall provide to the EDD an updated EDD Customer Service Manual within 30 days from the date of any change to the EBP service.	Y	
175	As required by EDD, the Contractor shall submit to the EDD for review and approval an EDD Customer Service Manual for CSRs who respond to calls from EDD claimants, authorized representatives or heirs, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
176	The Contractor shall permit the EDD to conduct monitoring on the claimant CSC via remote access at least monthly and more frequently if problems have been identified.	Y	
177	The Contractor shall permit the EDD or its designee to inspect the Contractor's CSC facility upon the EDD's request.	Y	
178	The Contractor shall keep all databases, servers and associated hardware related to the EDD contract in the United States and its territories.	Y	
179	The Contractor shall report to the EDD as soon as the contractor becomes aware of suspicious debit card activity such as phishing, hacking or compromised PINs.	Y	
180	As required by EDD, the Contractor shall provide to the	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	EDD the approved IVR call flow design, call routing, and IVR script, according to the DED process as described in Attachment V.1. E, Description of Deliverables.		
181	The Contractor shall have the ability to process records 30% above highest production peak workload during the term of the contract.	Y	
182	The Contractor shall assist the EDD in claimant problem resolution related to benefit payment transactions.	Y	
183	The Contractor shall provide services in accordance with an EDD approved CSC Services Plan.	Y	
184	The Contractor shall only allow changes to demographic information to be provided by the EDD, except for electronic notification information not provided by the EDD.	Y	
185	The Contractor shall refer claimants trying to change demographic information, except for electronic notification information not provided by the EDD, to the EDD.	Y	
186	On a weekly basis, the Contractor's transaction processing platform shall be 99.9 percent available to process EBP-related transactions, excluding scheduled outages.	Y	
187	The Contractor's Website shall support the two (2) most recent versions of popular Web browsers (at a minimum, ~~Opera, Internet Explorer, Firefox, Safari, and Netscape~~ Google Chrome, Internet Explorer, Firefox and Safari) at the time the service is implemented.	Y	
188	All user interface features of the Contractor's Website shall work in a similar fashion on the two most recent versions of popular Web browsers (at a minimum, Opera, Internet Explorer, Firefox, Safari, and Netscape) at the time the service is implemented.	Y	
189	The Contractor's Website services shall be available to claimants outside of the U.S.	Y	
190	The Contractor's Website shall be available, at a minimum, in English and Spanish for both input and screen presentation.	Y	
191	The Contractor's Website shall have the capability to expand to provide services in up to three (3) additional languages to be identified by EDD at no cost to the EDD.	Y	
192	The Contractor's Website capacity shall be scalable to accommodate unplanned increases in the volume of	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	claimant inquiries.		
193	The Contractor shall provide secure web services, website security certification, and application security assessment verification processes including mobile application ability.	Y	
194	The Contractor's Website shall provide claimants the ability to view and print transactions for the previous 60 days minimum.	Y	
195	The Contractor's Website shall provide claimants the ability to view cash access locations.	Y	
196	The Contractor's Website shall provide a link to the EDD's Website.	Y	
197	The Contractor's Website shall provide the claimant with information regarding how to report a lost or stolen debit card.	Y	
198	The Contractor shall provide the EDD with a documented process for the modification of the EBP website. For example, text changes, updated or new links, image changes.	Y	
199	The Contractor shall electronically provide the EDD monthly and annual reports of benefit payment transaction data.	Y	
200	The Contractor shall provide the EDD with a documented process for expedited Website modifications. For example, text changes, updated or new links, and image changes.	Y	
201	The Contractor shall provide and maintain a U.S.- based claimant IVR that is operational seven (7) days per week, twenty-four (24) hours per day, except for routine scheduled maintenance not to exceed two (2) hours per month.	Y	
202	The Contractor's blocked IVR calls shall be less than 5% of total calls on a monthly average.	Y	
203	The Contractor shall ensure that no call is transferred to voicemail or automatically disconnected from the queue.	Y	
204	The Contractor shall ensure that calls are not immediately placed on hold. A call immediately placed on hold when answered by a CSR does not meet the definition of "answered."	Y	
205	The Contractor's claimant IVR shall be available through a toll-free number that is accessible in the United States, its territories, and Canada.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
206	The Contractor's claimant IVR shall be available through a dedicated number that is internationally accessible.	Y	
207	The Contractor shall provide services for the claimant IVR in: English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin, Vietnamese languages and TTY-TDD (telephone device for the deaf).	Y	
208	The Contractor shall ensure that all telephone services offered by the Contractor are accessible by touch tone, pulse, and rotary dial telephones.	Y	
209	The Contractor shall ensure that all telephone services offered by the Contractor are accessible by claimants using hearing impaired services such as the California Relay Service.	Y	
210	In addition to the languages identified in the Req. 207, the Contractor shall have the capability to add up to three (3) languages to the IVR at no cost to the EDD.	Y	
211	The Contractor's claimant IVR shall provide referral services for claimants who need assistance in languages not serviced by the Contractor's Customer Service Center.	Y	
212	The Contractor shall ensure that the claimant IVR capacity is scalable to accommodate significant changes in call volume.	Y	
213	The Contractor shall have a EDD approved process for handling calls that exceed the IVR call capacity.	Y	
214	The Contractor's claimant IVR shall announce the cardholder's debit card balance before presenting the cardholder with additional options.	Y	
215	The Contractor's claimant IVR shall provide the date and amount of the last deposit.	Y	
216	The Contractor's claimant IVR shall provide the ability for a claimant to review the ten (10) most recent successful transactions, including the date and amount of each transaction within 90 days.	Y	
217	The Contractor's claimant IVR shall allow the claimant to request that a statement be mailed to the claimant at no cost.	Y	
218	The Contractor's claimant IVR shall allow the cardholder to transfer to a CSR to report a lost/stolen card.	Y	
219	The Contractor's claimant IVR shall allow the claimant to transfer to a CSR for reasons other than a lost or	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	stolen card.		
220	The Contractor's claimant IVR shall automatically route a call to a CSR if there is touch tone fail or no response to IVR prompts in 30 seconds.	Y	
221	The Contractor's claimant IVR shall announce that benefit eligibility-related questions should be directed to the EDD.	Y	
222	The Contractor shall have a process to handle IVR problems identified by claimants.	Y	
223	The Contractor shall record and play new or modified IVR messages at no cost to the EDD.	Y	
224	The Contractor shall provide and maintain a CSC seven (7) days a week, twenty-four (24) hours per day, except for routine scheduled maintenance not to exceed two (2) hours per month.	Y	
225	The Contractor shall provide and maintain a CSC seven (7) days a week, twenty-four (24) hours per day, except for routine maintenance not to exceed two (2) hours per month.	Y	
226	The Contractor shall, limit the average wait time to speak to a live CSR to no more than 30 seconds for ~~99~~ 70 percent of the calls, and no more than two (2) minutes for all calls.	Y	
227	The Contractor's CSC facility, which will service the EDD's customers, shall be located in the United States from the time of contract execution to the end of the contract.	Y	
228	The Contractor shall provide all services during CSC operating hours.	Y	
229	The Contractor's CSC shall be available through a toll-free number that is accessible in the United States, its territories, and Canada.	Y	
230	The Contractor's CSC shall be available through a dedicated number that is internationally accessible.	Y	
231	The Contractor's CSC shall have staff to provide services, at a minimum, in the following languages: English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin, Vietnamese languages and TTY-TDD (telephone device for the deaf), twenty- four (24) hours per day, seven (7) days per week.	Y	
232	In addition to the languages identified in Req. 231, the Contractor's CSC shall have the capability to expand to provide services in three additional languages	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	identified by EDD at no cost to the EDD.		
233	The Contractor's CSC shall provide referral services for claimants who need assistance in languages not serviced by the Contractor's CSC.	Y	
234	The Contractor shall have a process to ensure that the CSC capacity is scalable to accommodate significant changes in call volume.	Y	
235	The Contractor shall identify and refer to the EDD all calls unrelated to the Contractor's responsibility under this RFP and resulting contract.	Y	
236	The Contractor shall provide a process for the EDD to directly speak to Contractor staff for priority assistance from 7:00 a.m. to 6:00 p.m. on business days.	Y	
237	The Contractor shall provide the ability for claimants to check on the status of correction requests.	Y	
238	Claimants shall have the option to request account statements be discontinued when their account balance is zero and there has been no transaction activity for three months.	Y	
239	All modifications to the EBP website shall be at no cost to the EDD, this includes the following changes: text changes, updated or new links, image changes.	Y	

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The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.

240	The Contractor's CSC facility should be located in the State of California. The facility shall employ a minimum of 25% of the CSRs that support the EDD's EBP services.

Bank of America will continue to use our CSC facility located in Carmichael, California to support the EDD EBP services. Our Carmichael center was created specifically for the EDD program and supports thousands of jobs every year. This facility has successfully supported all of your program needs since 2010 and has capacity to nearly double our staffing in that location in order to support future program growth. Between our customer service facilities in Carmichael, CA, Johnson City, TN and Harlingen TX, Bank of America currently staffs more than 300 agents, and allocates more than 70% of our staffing for the EDD EBP program to the Carmichael site, which exceeds the requirement to employ at minimum 25% of staffing to support the EDD's EBP program.

We stand ready to continue managing staff levels to support the EPB program by using our proven workforce management system to calculate staffing requirements. This system uses call volume and forecasting assumptions to calculate staffing levels to meet specified forecast objectives. Forecast objectives are the target service level or average speed of answer (ASA). Assumptions include average handle time (AHT) and staff shrinkage. We recognize that call volumes will be higher than expected during certain peak activity times such as holidays and the day following a Monday holiday and will continue to support this activity through additional resources and targeted scheduling. This mitigates the risk to the EDD of long call hold times, or unanswered calls.



Full coverage for the EDD program: rollover support

In order to provide maximum service, multiple call centers are used to support the EDD program. These sites are carefully managed to support call volume and handle all returned mail and off-call work. These sites are located in the following cities:

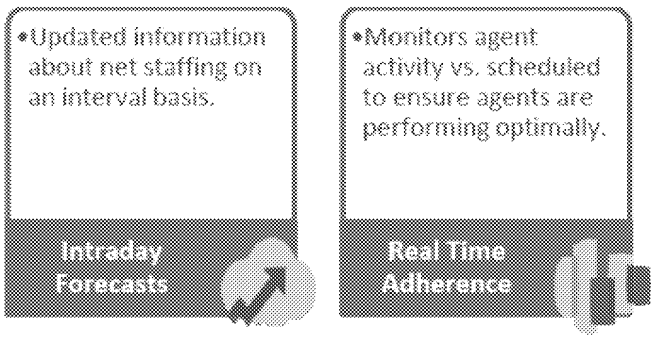


The Johnson City, TN site is used for cardholder phone servicing, as well as for all mail return processing and off-call work (e.g., Western Union processing). Staff members at all sites are fully trained on the EDD program and receive calls daily in support of our 24/7/365 fully redundant staffing model.

Real-time Call Center Performance Management

The Bank of America workforce management tool also provides tracking and change management tools to assist with managing call center performance and agent activity in real time. Tools applied to the EDD's program include:

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We have in-depth experience in providing quality customer service to customers and will commit to EDD staffing requirements.

A top-rated customer service center focused on serving your claimants

We have continually provided stellar customer service to EDD claimants with a call center staff that is primarily based in California and fully dedicated to prepaid card programs. Whether it is our multiple language support, the support we provide to Authorized Representatives of claimants, or live representative assistance for direct deposit transfers or Emergency Cash Transfers via Western Union for those in critical need of funds while awaiting a card replacement, providing excellent service is our top priority.

With the permission of the EDD, to assure that we are continually providing the best possible customer experience for cardholders, we regularly solicit feedback from those who call in. After our first two months of surveys, in July 2014 we reviewed the survey results with the EDD as part of the executive leadership meeting. The EDD indicated they were impressed with the survey results and requested to send personnel members to tour the Bank of America call center. During the upcoming visit EDD, is looking to gain valuable insights and learn best practices to achieve similar satisfaction in their own center.



Regular program reviews keep EDD leadership informed

During our bi-monthly meetings with the EDD executive leadership team, we discuss program performance and share information on any upcoming activities.

Exceeding expectation: Customer Service Security

Each site meets all security standards, including required security badge access for all employees, per ISO 27002 and Payment Card Industry (PCI) security certifications. All security badge systems are multi-zone systems that allow access control throughout the call centers, and security badge access is logged and retained for a minimum of six months.

241	Bidders should describe how they will assist the EDD in claimant problem resolution. For example, this may be necessary when the EDD is contacted by members of the State or Federal Legislature or the Governor's Office.

We continue to stand ready to assist the EDD as needed with claimant problem resolutions. In support of that capability, the bank's solution includes dynamic reporting capability. This allows for administrative reporting on an 'as needed' basis, providing the EDD with much needed access to data and information to support requests from multiple entities, including State/Federal Legislature or Governor's office inquiries.

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Our approach to problem resolution includes conference calls and in-person meetings with EDD designees to review the issue, provide data and detail on the issue, discuss the actions taken, and the steps to be taken to support addressing the problem and providing a satisfactory resolution. Actions include:

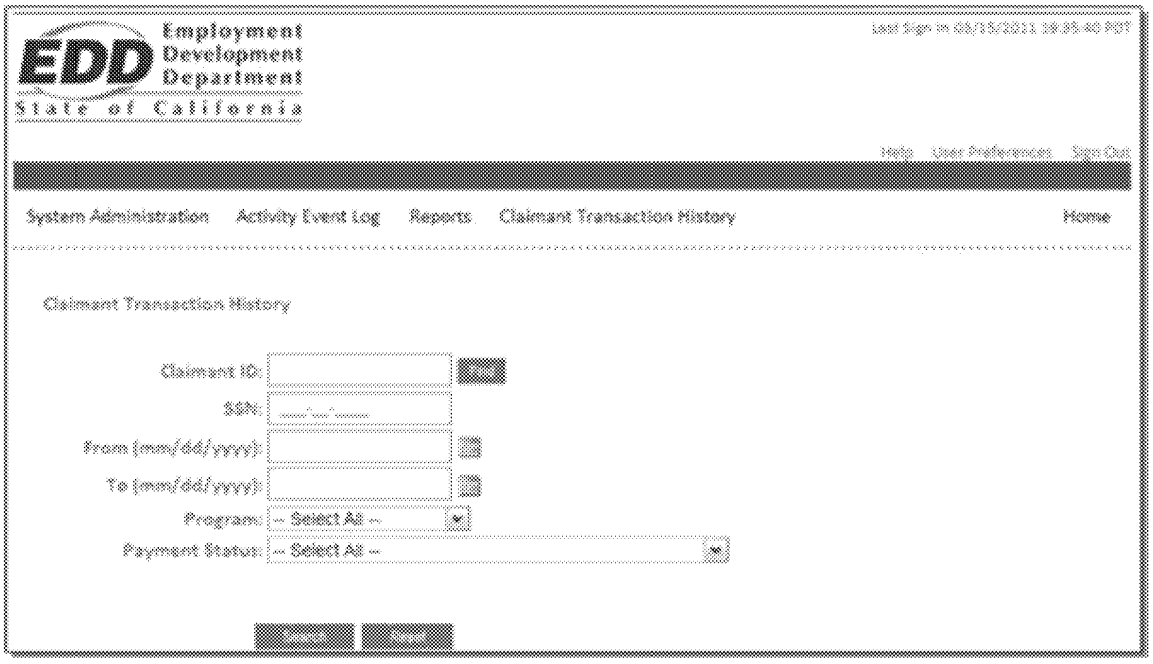


Assisting the EDD with Claimant Problem Resolution

The bank's Project Manager has access to our internal reporting systems as well as the state's Admin App. Between the Admin App and the Visa Prepaid Administration System (PAS), the bank's Project Manager and Prepaid Client Support Team, all information related to cardholder enrollment, benefit load dates, times, and unique payment IDs, customer service inquiries and complaints, ATM or merchant acceptance issues, and any other claimant related problems or concerns can be provided.

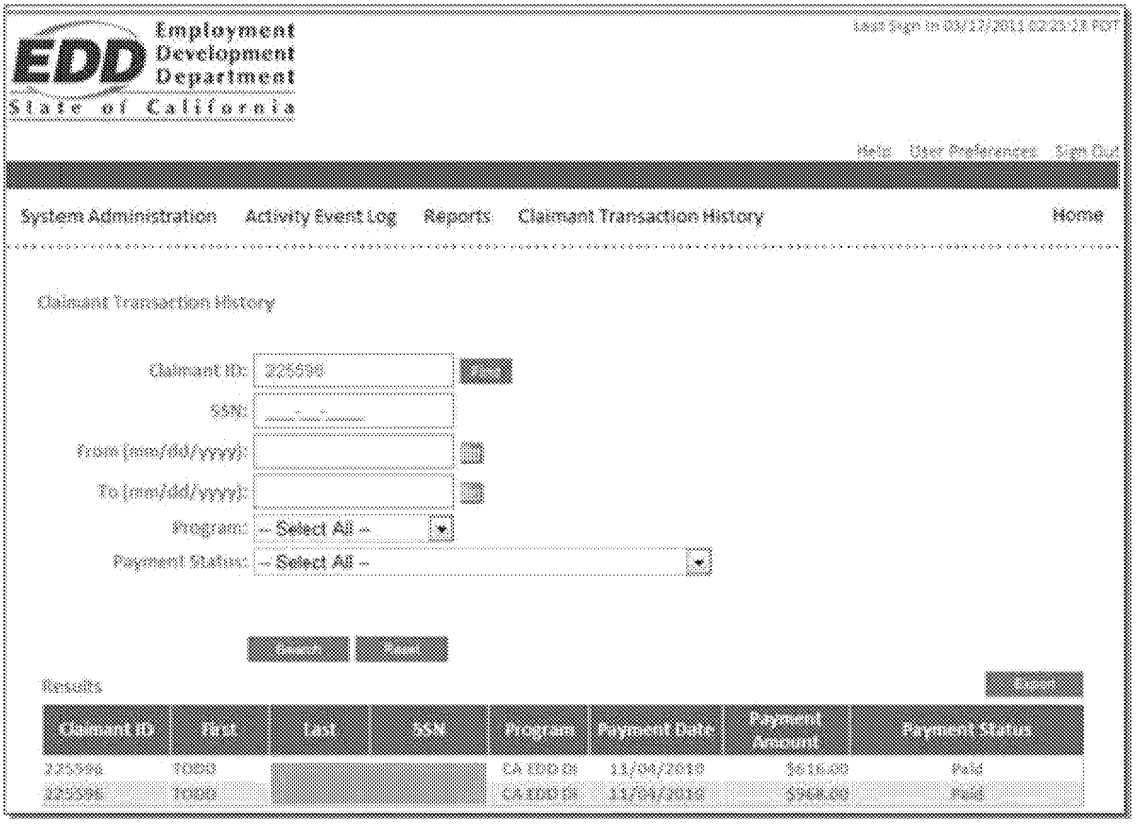
For example, the majority of claimant problem resolution needs surround confirmation of card status and/or payments. Within the Admin App, the EDD as well as the Project Manager can query card status and payment transactions by accessing the Claimant Transaction Page, inputting either Social Security Number or Claimant ID and clicking on "Search."

Claimant Transaction Page

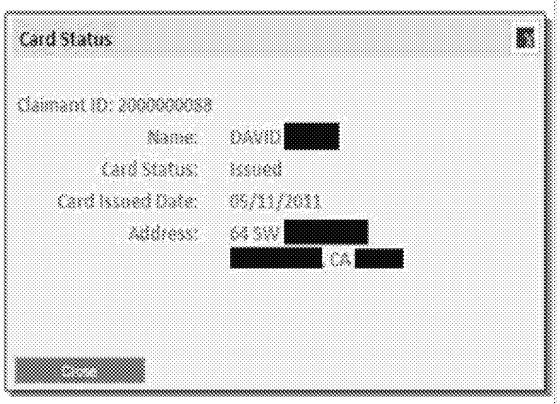


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Sample Search Results



Sample Card Status Search Result

Card Status	Illustration
Issued (card was mailed to the claimant)	

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Direct Contact with the Project Manager

If an issue arises regarding a claimant problem that needs immediate attention, the EDD staff may always contact the Project Manager. They will work diligently with the EDD staff to facilitate a quick resolution. The project manager has the authority to bring together the necessary resources to address these key issues needing immediate attention.

Program Success Story: Spotlight on Problem Resolution

Your dedicated government client team in Sacramento and our project management team are tenured, public sector-focused professionals who have worked with all levels of government for decades. Over the years of this program we have had occasional claimant problem resolution inquiries that were stemmed by a Legislator or Governor's Office request. Project Manager Sabrina Clark was contacted for further information and issues were resolved in a timely manner. As example, in one case, review of claimant history revealed that payments were indeed processed to the card account, but the claimant never received their card due to an address issue. The address had been updated with the EDD, but was not transmitted to the bank. We were able to immediately, at request of the EDD, manually perform the address update and expedite a card delivery at no cost. In another example delayed processing of a claim was deemed by the EDD to be a "hardship case" due to medical needs and we were able to process an Emergency Cash Transfer via Western Union at no cost for the individual claimant in need.

Unemployment and disability payments are critical, often times providing claimants the ability to secure housing or purchase necessary medical prescriptions. Our team is ready to assist the EDD with any escalated claimant problem need and in partnership will act accordingly to ensure the claimant has a positive EBP experience.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002700

242	Bidders should describe their approach to capacity of service management. The Bidder's response shall address, at a minimum, the following areas: A) The Bidder's current number of cardholders and monthly transaction volume for its government and total debit card activity B) If applicable, current number of cardholders and monthly transaction volume of Bidder's subcontractor's entire platform. C) How EBP capacity requirements will be met. D) How capacity issues shall be managed for all components of the EBP Project. E) How capacity utilization will be monitored and capacity thresholds will be established. F) Corrective and escalation processes that will be used in the event any capacity thresholds are reached.

Bank of America is one of the largest card issuers in the world and a recognized leader in Visa Prepaid Debit cards. Within the bank, the Prepaid Card and Commercial Card groups are managed as part of the larger Global Transaction Services organization.

Our enterprise has established regular routines to support capacity, capacity planning, and other related aspects of the card capability for all offerings. There are currently millions of Bank of America prepaid card holders. These cardholders are supported from fulfillment through call center support by our product team within the bank. Responding to roughly 10 million calls per month for our card programs, we are an industry leader in this market.

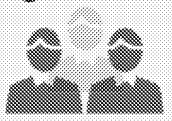
Our Program's Customer-centric Advantages

In 2010, 2011, 2012, 2013, 2014 and 2015, we received the J.D. Power and Associates Quality Award. We are the only bank to receive this distinction within the U.S.

Our Service Centers are certified by J.D. Power and Associates for delivering exemplary client satisfaction. To achieve certification, J.D. Power and Associates conducted a random survey of clients.

Centers must perform within the top 20% in client service, which is based on benchmarks established in J.D. Power and Associates' cross-industry client satisfaction research.

Proven, exceptional service capacity ensures seamless program support and future growth.



By remaining with us, you will continue to partner with an industry leader in prepaid card services that has the proven capacity to support the complexities of the EDD's service needs. We manage 25 active programs covering 17 states, and counting.

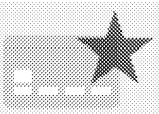
Cardholders receive customer service 24/7/365 days a year through a toll-free number with automated and live customer service representatives, as well as through an online customer service site.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002701

A). Current number of cardholders and transaction volume

Validating our strength, the Nilsson Report has identified Bank of America's prepaid portfolio as the fastest growing among the top 10 issuing banks for the last two years.

Bank of America currently issues nearly 2 million prepaid cards annually. Our prepaid debit card system processes over 550,000 transactions per day, 78,000 plus transactions an hour and over 28 transactions per second. Although the opportunity to continue processing your transactions through this RFP is significant, Bank of America has clearly demonstrated expertise in its ability to launch, manage and grow large card portfolios through creation and management of the EDD's existing program and our expansive card program portfolio.



Bank of America manages more than 8 million prepaid debit cards.

Our prepaid debit card system processes over:

- 550,000 transactions per day,
- 78,000 transactions an hour,
- 28 transactions per second.

B). Subcontractor current number of cardholders and transaction volume

Bank of America will not use a subcontractor where this requirement is applicable.

C). How EBP capacity requirements will be met

Bank of America operates a state-of-the-art, multi-tier prepaid processing platform with proven performance, superior reliability and scalable capacity. This is confirmed by performance throughout 2014, processing over 23 billion transactions, while meeting and exceeding aggressive service levels of 99.99% authorization system availability and 99.95% IVR, core processing and website application uptime for the last 13 consecutive months. We employ a continuous capacity planning approach and invest in critical infrastructure (such as supporting double-peak volumes within the IVR) to stay ahead of organic growth, new business opportunities and surges in volume on specific payment dates and before/after holidays, which is common with benefits disbursement and payroll programs.

Our transaction and cardholder servicing infrastructure have been architected to scale faster than forecasted growth and never exceed 60% of peak capacity. Our capacity is dynamic and easily augmented to handle ever-increasing volume, while reliably performing during periods of extreme spikes in transaction and call volume.

Our experience qualifies us to accurately forecast new account, transaction, card issuance and call volumes (both IVR and call center) to support a large and dynamic government benefits program like EDD's, which, at its peak in 2011, issued 1.4 million cards within 90 days. Our current support of the EDD program shows us that we experience significant surges in transaction and customer service activities around payment dates and spikes at the moment that funds are deposited to the card accounts. We have built our architecture, as well as our call center staffing plans, to accommodate these surges in volume and continuously monitor activity across our infrastructure in order to make dynamic adjustments, if needed.

Full redundancy across two data processing sites allows for load-balancing across locations and our unique Active/Active approach means that any issues encountered within the primary application can be immediately mitigated by routing traffic to the secondary application instantly and seamlessly.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002702

For our customer service area, we use best-in-class workforce planning tools to forecast call volumes and schedule staffing to fulfill our 24/7/365 servicing commitment. Our workforce management team continuously monitors call volumes and service levels throughout each day and makes just-in-time call routing and staffing decisions as volume dictates and call patterns change. We forecast and plan for staffing and hire and train agents efficiently and effectively. From a cardholder servicing perspective, each of our customer contact centers is fully redundant via Dual MPLS connectivity, underpinned by robust Disaster Recovery and Business Continuity Plans at the program, site and enterprise levels.

Our recruiting and hiring processes allow our call center team to quickly recruit and staff when turnover occurs by strategically spreading across multiple call centers in geographically diverse locations. This enables rapid hiring in short periods of time while maintaining high standards in recruits. Another clear advantage to our multi-site strategy is the ability to recruit staff for the anticipated fluctuation of call volume throughout the month, increasing staff flexibility and building more customization into agent work schedules.

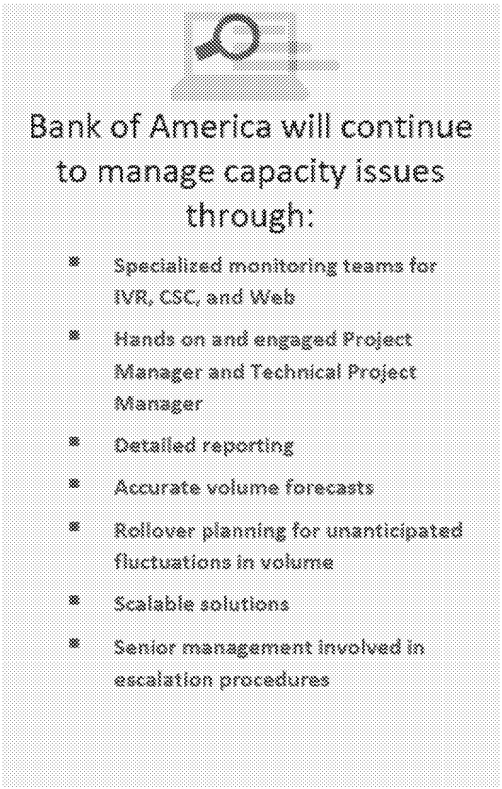
Our experience call center operations staff includes forecasters/analysts and multiple Traffic Management positions responsible for daily schedule adherence and exceptions and real time monitoring of program performance. The workforce team is responsible for call forecasting, schedule optimization and performance analysis using industry leading workforce management software IEX Totalview. The team uses all available data and experience to manage call forecasting up to 90 days in advance, with accuracy increasing each week to within 5% one week out and 1% day of production.

Based on historical performance, expected benefits growth and our proven track record as the incumbent provider for the EDD program, we are confident in our ability to service this program and any unanticipated peaks with no disruption to cardholders.

D). How capacity issues shall be managed for all components of the EBP project

The capacity modeling for the call center activity is based on one call per card issued for activation (knowing that the actual behavior will be split between use of the internet and the IVR for card activation, this conservative approach to volume helps to ensure over staffing during implementation).

As an example, average call durations including wrap times are estimated, for illustration, at roughly 2.5 minutes for a total per person capacity of 24 calls per hour. If 10,000 cards are issued, 10,000 calls are anticipated, which when averaged translates to 416 man hours in 5.5 hour increments (which reflects shift variables for breaks, also referred to as shift differentials), which then equates to an estimated 75 live agents. Since predictable behavior patterns provide insight into actual behavior, it is anticipated that a percentage of claimants will use a self service avenue, while others will call repeatedly to speak with a live operator. As volumes increase, our staffing increases accordingly, based on the anticipated volumes and actual call report metrics.



CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002703

The bank supports millions of card accounts every day – with no service issues, degradations, or infrastructure implications. Our technical team is apprised of the anticipated volumes, claimants, claims and other associated data. This team will continue to monitor and manage any hardware and software needs to ensure that all customers – including the EBP Project claimants – receive the best responses both through technology (IVR and Web) and CSC support over the life of the contract.

E). How capacity utilization will be monitored and capacity thresholds will be established

Daily EBP reports provide insight into the volumes of callers and capacity of the IVR, as well as Customer Service Center statistics and information.

When it is determined that call volumes for the CSC may exceed the ability of onsite staff to respond in accordance with the service level requirements, the team will route a percentage of the calls to one of the backup centers until call volumes are back in normal range.

Normal ranges are quantified by the number of calls per minute, times the capacity and the number of agents in a period. Using the 2.5 minutes per call, times the 24 calls per hour, when the calls exceed the ability of the call center to respond to the calls in accordance with the contract requirements, additional resources via the rollover capability will be used to respond to calls, thereby supporting management of the service levels for the project.

The bank's Project Manager, Sabrina Clark, will work with the internal bank teams to affect the rollovers in support of the contractual requirements. The daily reports for the IVR and Call Center support the notification after-the-fact regarding the metrics. During peak timeframes, our Project Manager can notify the EDD EBP Project Manager via email or phone of peaks and high call volumes. The bank's Project Manager can continue to inform the EDD as often as the EDD would like about call volumes and will be available to respond to any concerns, questions or issues, as needed.

Customer service representatives are trained to support claimant questions regarding their prepaid debit card account throughout all designated call centers.

F). Corrective and escalation processes that will be used in the event any capacity thresholds are reached

Each monitoring area has escalation procedures within its management structure, which in turn communicates out to the bank's platform and product management, as well as the EBP Project team. It is at this point the EBP Project Manager will communicate any issues to the EDD.

Capacity is monitored daily, and reviewed with platform management on a semi-annual basis, with particular focus around "peak" periods like the holidays. In the event that additional capacity is recommended based on historical or current trending, our processing capabilities are augmented by taking advantage of our Active/Active processing model, which allows us to make system upgrades, perform system maintenance, and support infrastructure changes without adversely impacting cardholders or clients.

We are confident that our current program with the EDD, along with the breadth of our franchise and the millions of customers we serve today, has proven we will continue to exceed support expectations for the EBP project requirements.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002704

243	**The Bidder should describe how the Website capacity is scalable to accommodate unplanned increases in the volume of claimant inquiries.**

The website that will continue to support the EBP Project is designed to support millions of cardholders. The servers hosting the website are planned to operate at an average capacity range of 20- to 40-percent peak capacity. The primary server location is in California with redundancy across the domestic U.S.

A proactive approach

With our approach, any unexpected spikes in demand are met with sufficient capacity headroom on existing bank servers for both the claimants, and the users accessing the Administrative Application. Additional detail can be discussed with the EDD as it has in the past; however, the bank does not encourage detailed documentation in deliverables that can be accessed by the public as it can pose a security risk to both the bank and the EDD.

The system also has a distributed architecture that allows for horizontal scaling of server components servicing the web tier. The facility hosting the production platform has significant server capacity that can be quickly configured to add capacity for all of the systems with this kind of architecture.

The Administrative Application also is built on a distributed architecture and supported by the bank infrastructure that allows for the horizontal scaling of server components servicing the web tier. The same robust server capacity configuration available to the claimants will be available for the EDD using the Administrative Application. The application was designed to support 400 concurrent users, which exceeds the number provided by the EDD by almost 100 percent.

The EDD indicated at peak approximately 250 users would potentially access the application simultaneously. Additional capacity and capability can be scaled if needed to support response times and responsiveness in the application. Full backups are completed by the bank on a weekly schedule. Each night incremental back ups are run. Monthly back ups are also conducted with offsite long term storage. Restoration of data could occur to the previous day's activities.

Clear, proactive communication

It is critical that forecasting information is accurate and that the EDD work with the bank to ensure that accurate anticipated volumes of claimants are communicated to Project management for successful servicing of the EDD claimants. We will work with the EDD to ensure these communication channels are clear and open.

244	**Bidders should describe their Website's ability to accept correspondence (i.e., electronic documentation for dispute resolution) or online forms.**

Cardholders can email us with questions via the email address provided online. All inquiries are answered within one business day.

Due to the time sensitivity and Regulation E requirements regarding dispute resolution, our website does not accept dispute correspondence or online forms. Claims initiation can only be handled via a live representative within our Customer Service Center.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002705

245	**Bidders should describe the process for claimants to check on the status of disputed transactions.**

All account inquiries, including inquiries regarding dispute status, should be directed to and managed by the Cardholder Customer Service Center (CSC). All Regulation E requirements and timelines are followed with dispute claims by a claimant. All dispute inquiries will be directed to a live customer service agent where they will check on the status of an existing claim, and if necessary, follow up with the cardholder if additional information is not available at the time of the call.

The claimant should feel comfortable in dealing with disputed transactions knowing that we extend our Zero Liability protection on dispute claims, including ATM and pinned POS transactions.

Resources dedicated to dispute transactions

Our dedicated Claims Acceptance team within the customer service center logs all incoming disputes – both fraud and non-fraud. These agents specialize in initiating and researching claims and will work with the cardholder to file the initial the claim and provide updates to the cardholder as the claims research and resolution process is underway.

Dispute Process

A Claimant can file a dispute by calling the Customer Service Center for complete instructions.

- For Customer Service, including activation of the card: 866.692.9374
- Note: The toll-free numbers are only accessible from within the U.S.
- For the hearing impaired, TTY line: 866.656.5913
- For Customer Service outside of the U.S., call collect: 1.423.262.1650

After selecting the "dispute a transaction" option within our IVR, the cardholder will immediately speak with a live representative who will further review the transaction and any other possible fraudulent transactions with the cardholder. Based on the review of the transaction and the cardholder's account, it may be necessary for the customer service representative to formally begin a dispute. The representative will educate the cardholder on the process, including any needed correspondence.

To properly process a dispute request, we may ask the cardholder for the following information: name; card number; certification that the card was lost, stolen or compromised (still in possession); transaction date, amount and merchant location. Once a dispute is requested in our system, a case will be created within our claims tracking system and tracked until final resolution.

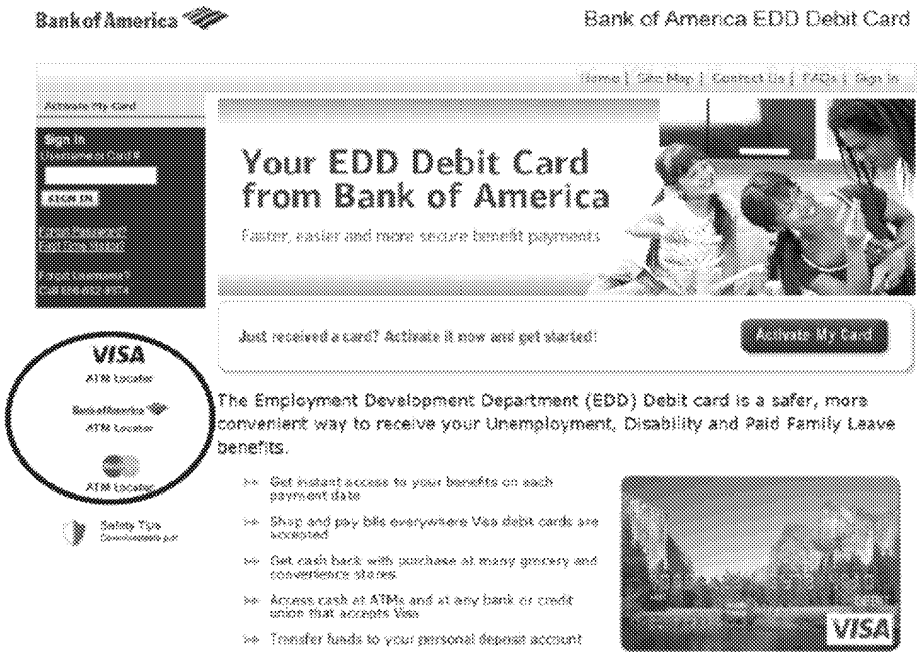
Per Regulation E, within 10 business days of the initial dispute, we will promptly correct the error. In some instances, we may need more time. Regulation E states that we may take up to 45 days to investigate the complaint. If more time is needed, we will temporarily credit the cardholder's account within 10 business days of the initiated dispute for the full disputed amount. There is no limitation or maximum to the credit amount provided. This will allow the cardholder to use the funds while the claim is being resolved. If the dispute is resolved in the cardholder's favor, the disputed transaction will be removed at that time and the credit will be made permanent. However, if resolved in the merchant's favor, the disputed transaction will stay on the account and the temporary credit will be reversed.

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246	**Bidders should describe how their website will provide the ability to view cash access locations.**

We understand the necessity in providing claimants the ability to easily find nearby locations to access cash. Bank of America will continue to provide user-friendly website access. Claimants can visit our website homepage where links provide a complete listing of all available in-network and out-of-network ATMs located throughout California and the U.S.

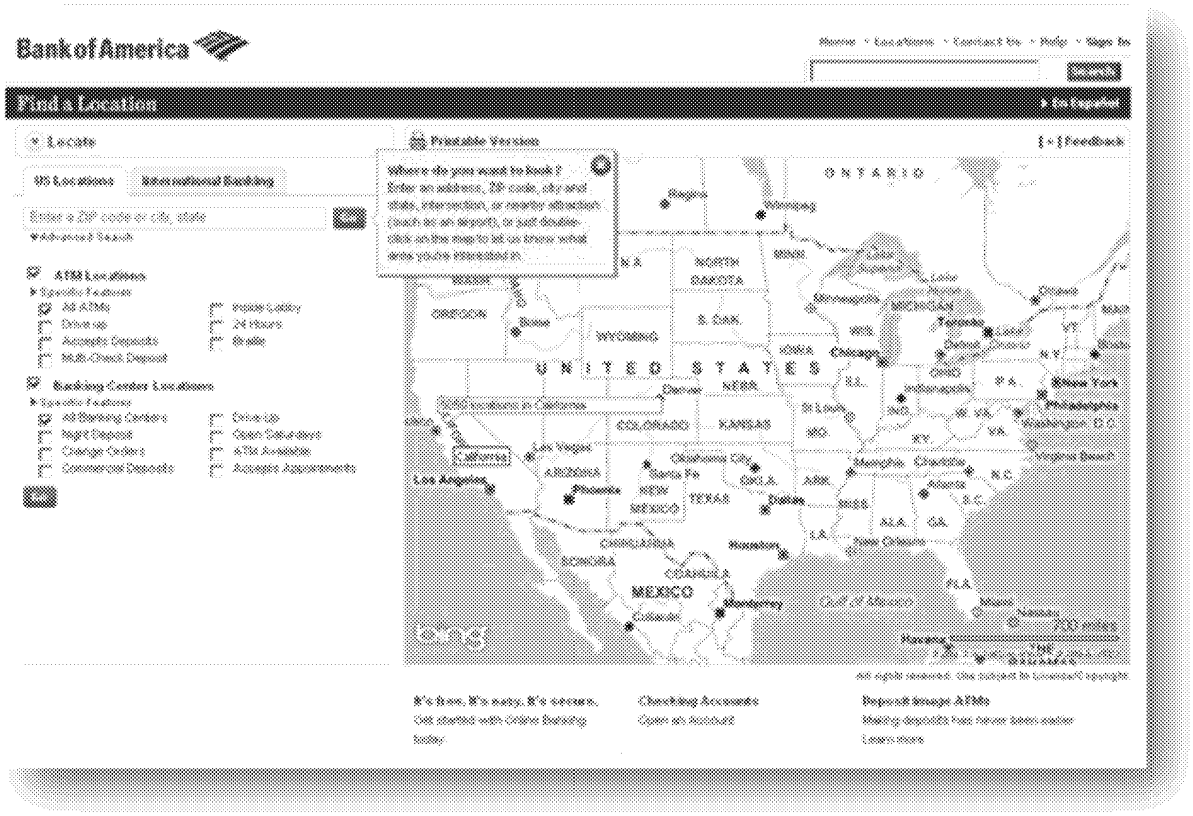
Below is a sample of the ATM locator link indicators within the website.



Additionally, the website houses listings of locations of Visa financial institutions where over-the-counter Cash Access transactions may be performed.

Bank of America Locator

As shown on the next page, once on the locator screen, the Bank of America search features help claimants to find a location that meets their need, including 24 hour access, drive up capability, Saturday availability and other feature/functionality to support the ability to access payments as needed, when needed.





From the locator screen, you can also access International ATM Locations, on the International Banking Tab.



Online customer service – knowledgeable assistance at the click of a button

The bank is delighted to continue to offer the EDD a cardholder Online Customer Service website custom developed for your program — available in English and Spanish. Cardholders activate their cards via our website and have online access to their debit card information through this dedicated website 24/7/365.

In early 2016, we will be enhancing our Cardholder Website to allow for right-sized and device-appropriate access from any Internet enabled device, including cell phones, PCs and tablets. The modern look and feel of the site will be complemented with easy and intuitive navigation. The responsive architecture automatically resizes the screen based upon the size of the device, thus providing an optimal and consistent viewing experience across a wide range of devices (from mobile phones and tablets to laptop and desktop computer monitors).

Our customer service website will continue to conform to all WCAG & ADA standards for accessibility. Within the homepage of the site, we also provide special messaging and a link to EDD's website. Customization of the EDD's cardholder customer service website has proven to be an important part of ongoing support. The EDD currently reviews and approves any changes to the website prior to release.

The Online Customer Service website currently supports IP address logging, and our enhanced website will offer cardholders 24 months of online transaction detail and online statements. In 2016, we will be introducing Device Finger Printing technology, which is used to recognize the device (computer, mobile phone or tablet) that accesses the website and is used to help positively identify the appropriate cardholder. This technology is a critical component of the Knowledge-Based Authentication functionality of the website, which promotes an additional level of fraud mitigation capabilities for clients.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002709

The cardholder website has been specifically developed for the EDD's debit card program. The EDD's cardholders have online access to real-time information on their debit card through a dedicated website 24/7/365. Features include the following:

- Card activation and PIN selection
- Security validation using the cardholder's social security number and CVV2 security code
- Check balance
- View statements and real-time transaction history
- ATM/Cash access locators
- Select text/mail notifications – Cardholders can receive texts messages or emails for:
  - Low balance alerts
  - Value load notifications
- Direct deposit transfers
- Ability to change PIN, password and personal settings
- Frequently asked questions
- Cardholder agreement
- Privacy notice
- Special home page messaging and links to the EDD's website

We currently provide cardholders online access to both account transaction activity and monthly electronic activity statements for a period of 12 months, moving to 24 months in 2016. Cardholders can request a paper copy of these statements through our call center.

247	**Bidders should provide samples of Web pages, statements, dispute forms, or any other forms available through the Website in their proposal response.**

Samples of statement and alert messages (email and text) are provided below. Samples of web pages available through the website are provided within the CSC Services Plan located in the Appendix. From the home page of the EBP project for EDD, claimants will be able to access collateral associated with the program as well as other critical information.

Note: All disputes are now filed electronically by our live customer service representatives. Your claimants simply have to call the number on the back of their card to file a dispute claim. If any further documentation is required, our fraud or dispute representatives will communicate those instructions directly to the claimant.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002710

Sample Statement

Bank of America
PO BOX 8488
GRAY TN 37615-8488

RETURN SERVICE REQUESTED

00002 9061370 000003 000003 00001/00001

>00002 9061370 001 374600
ROBBIE A SASPATUPLOAD PH.D.
242 PAT UP LANE
SUITE 300
LITTLETON CO 80127

TEST

Customer Service:	1-866-213-4074
Card Number:	xxxx xxxx xxxx xxxx
Period Start Date:	May 27, 2006
Period End Date:	June 26, 2006

Summary of Transactions

Previous Balance	(+) Credits and Adjustments	(-) Purchases and Adjustments	(=) New Balance
$0 00	$5,220 00	$647 00	$4,573 00

We have improved the look of your monthly statement. Summary transaction information is conveniently located above. In addition, we have improved delivery times and your statement will be received at this time each month.

Account Transaction Activity

Posted Date	Reference Number	Transaction Description	Credit	Debit
06/01/06		Monthly Maintenance Fee	$0 00	$0 00
06/23/06	825138575707	Manual Card Reload;The Cheesecake Factory In	$5,000 00	$0 00
06/23/06	617418013172	Purchase Return	$100 00	$0 00
06/23/06	825987328586	Adjustment Credit;The Cheesecake Factory In	$25 00	$0 00
06/23/06	826003881288	Adjustment Debit;The Cheesecake Factory In	$0 00	$35 00
06/23/06		Teller Cash Fee - Domestic	$0 00	$15 00
06/23/06	617418013182	Teller Cash Withdrawal	$0 00	$125 00
06/23/06	617418013184	Purchase Return	$95 00	$0 00
06/23/06		Teller Cash Fee - Foreign	$0 00	$15 00
06/23/06	617418013186	Teller Cash Withdrawal	$0 00	$200 00
06/23/06		Teller Cash Fee - Foreign	$0 00	$15 00
06/23/06	617418013190	Teller Cash Withdrawal	$0 00	$60 00
06/23/06	617418013192	Purchase of Goods or Services	$0 00	$16 00

(continued)

Would you like to receive account information, as well as your monthly statements online? Please go to www.bankofamerica.com/cashpay to register and to sign up for electronic statements. Online customer service is available at no cost 24 hours a day. Statements can easily be printed and you will have access to account information going back one full year. Sign up today!

"In case of Errors or Questions About Your Electronic Transfers:
Telephone us at 1.866.213.4074 or write us at CardServices Center. Dispute Processing. P O Box 266001. Highlands Ranch. CO 80163-6001 You may also fax us at 1 303 389-7324 Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared:

(1) Tell us your name and card number
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
(3) Tell us the dollar amount of the suspected error

We will investigate your complaint and will correct any error promptly If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation "

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002711

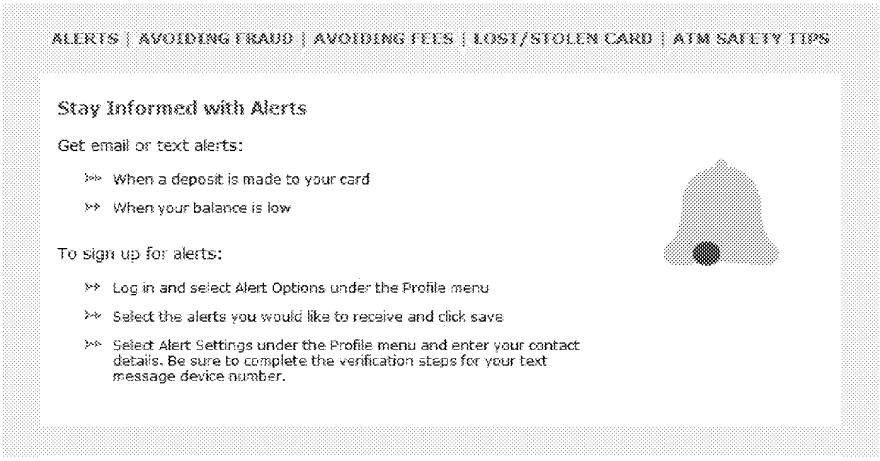
Customer Service:	1-866-213-4074
Card Number:	xxxx xxxx xxxx xxxx
Period Start Date:	May 27, 2006
Period End Date:	June 26, 2006

Account Transaction Activity (continued)

Posted Date	Reference Number	Transaction Description	Credit	Debit
06/23/06	617418013194	Purchase of Goods or Services	$0 00	$17 00
06/23/06	617418013196	Purchase of Goods or Services	$0 00	$18 00
06/23/06	617418013200	Purchase of Goods or Services	$0 00	$30 00
06/23/06	617418013202	Purchase of Goods or Services	$0 00	$30 00
06/23/06	617418013204	Purchase of Goods or Services	$0 00	$30 00
06/23/06	617418013208	Purchase of Goods or Services	$0 00	$18 00
06/23/06	617418013210	Purchase of Goods or Services	$0 00	$17 00
06/23/06	617418013212	Purchase of Goods or Services	$0 00	$16 00
		TOTAL --	$5,220.00	$647.00

Alert Messages

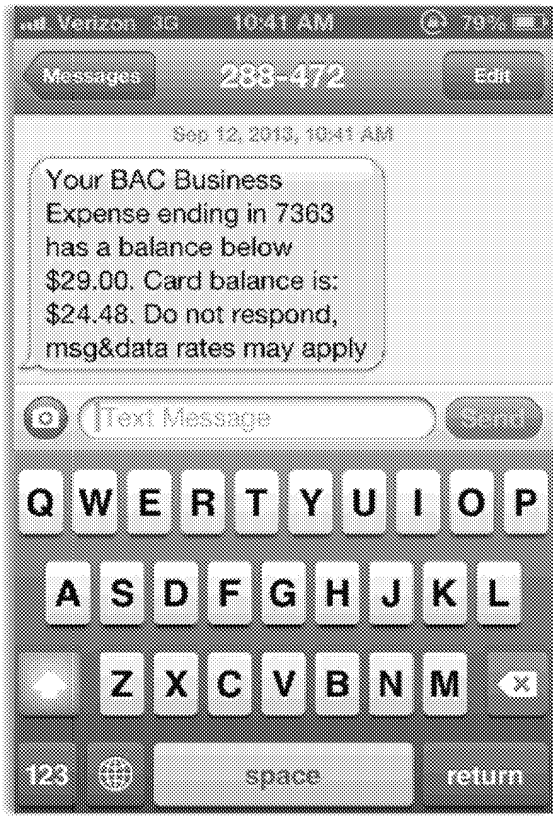
In addition to the information as provided from the Home page, alert messaging capability is provided as part of the Bank of America web capability.

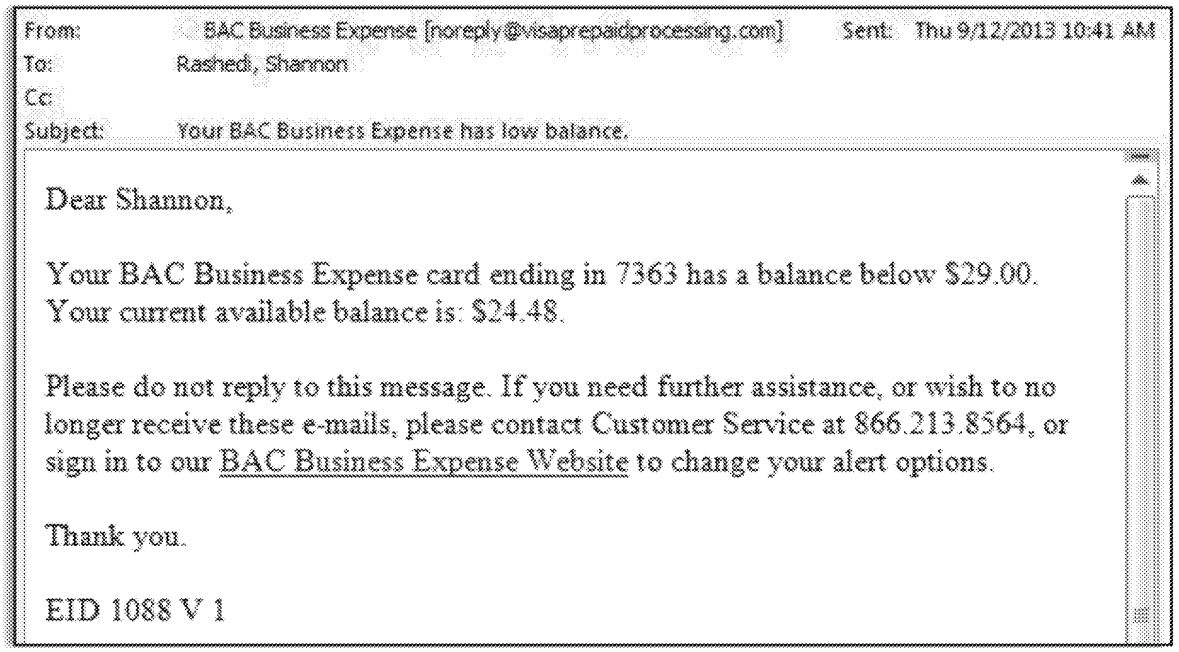


The following are examples of:

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002712

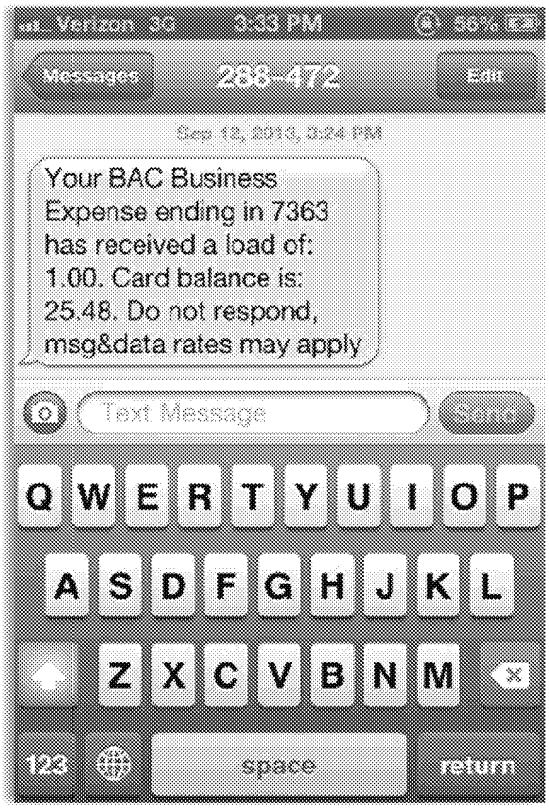
Low balance alerts



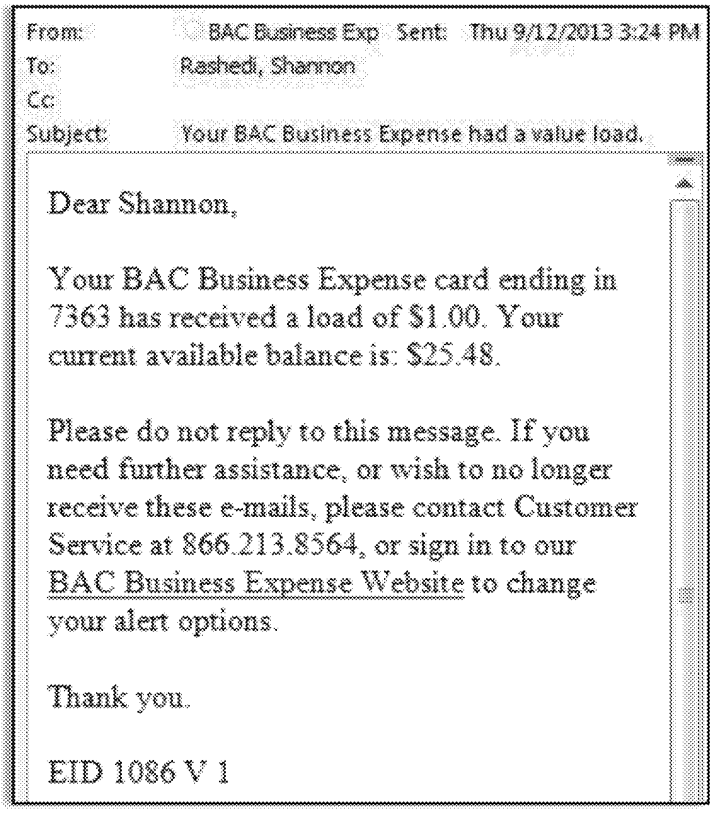


CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002713

Value Load Alerts





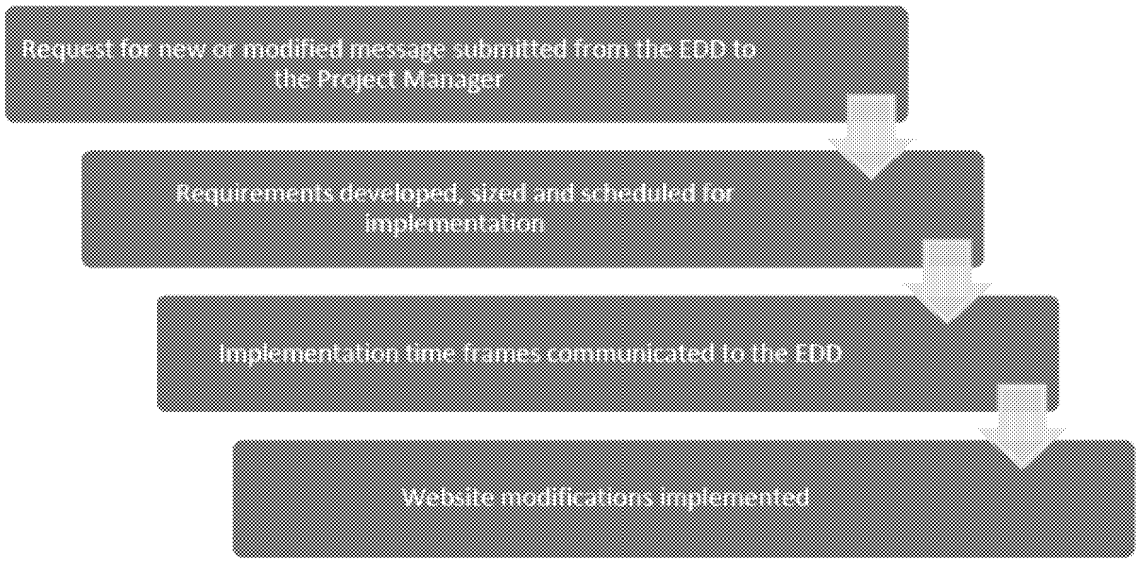


CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002714

248	Bidders should describe their process for Website modifications requested by the EDD at no cost to the EDD. For example, text changes, updated or new links, image changes.

We will accommodate requests for website modifications at no cost to the EDD. The following is the process to request website modifications (e.g., text changes, new links, image changes, etc).

Website Modification Request



Timeframes associated with these updates are determined through collaboration between Bank of America and the EDD and dependent upon the requirements and urgency of the request; however, Bank of America understands that as program events occur, the need to add an alert message, and communicate what the change is, is imperative. We'll work with the EDD to ensure the changes are made as swiftly as possible, even immediately. Below is an Impact Analysis and Change Request Form.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002715

Visuals: Impact Analysis and Change Request Form

Change Request Statement / Impact Analysis Package

Title

Change Request ID:	**Date Identified:**

Change Request Section 1: General

Originator Name		**Originator's Organization**	
Phone			
Change Control Board	☐EDD ☐EBP ☐ BofAML	**Baseline Deliverable/ Configuration Item**	Version number:
CR Decision	☐Approved ☐Denied ☐ Deferred Approved by: Date:	**Reason for Denial or Deferral**	
Project(s) Impacted Select the project(s) that may be impacted by this change.	☐EDD Other ☐BofAML ☐EBP Project ☐Other	**Date Change Needed By** **Date change needs to be implemented by.**	Comments
Other Area Impacts Indicate other areas impacted by this change	Reporting ☐Yes ☐No ☐Unknown Forms ☐Yes ☐No ☐Unknown Reports ☐Yes ☐No ☐Unknown Files ☐Yes ☐No ☐Unknown Other:		
Federal Requirement Provide citation in Justification section		☐Yes ☐No	
State Reg. or Legal Requirement Provide citation in Justification section		☐Yes ☐No	
Program Specific Requirement Provide citation in Justification section		☐Yes ☐No	
Enhancement Provide citation in Justification section		☐Yes ☐No	
Other Provide citation in Justification section		☐Yes ☐No	
CR Priority Identify the urgency for this change. Refer to Priority description list.	See descriptions in Table 1 before selecting one: ☐Urgent ☐High ☐Medium ☐Low	**Proposed IAP Leads:**	
		Proposed IAP Team Members:	

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Change Request Section 2: Description and Justification

Change Request Description and Justification		**Date Change Request Accepted for Analysis (provided by EBP Project Team)**	

Impact Analysis Package Section 1: Dates

Date IAP Assigned		**Date IAP Due**	

Impact Analysis Package Section 2: Impact Assessments

Contract Amendment Required	☐Yes ☐No additional information	**Reviewed by Core Project Team**	☐Yes ☐No If yes, provide date
Financial (+/-)	EDD Cost Change ☐Yes ☐No BofAML Cost ☐Yes ☐No State Cost Change ☐Yes ☐No Other Cost Change ☐Yes ☐No	**BofAML Contract Term Change**	☐Yes ☐No
Scope	EDD ☐Increase ☐Decrease ☐No Change BofAML ☐Increase ☐Decrease ☐No Change		

Impact Associated with Implementing the Proposed Solution
Instructions: Include discussion of impact and risk associated with implementation.

Impact Associated with Not Implementing the Proposed Solution
Instructions: Include discussion impact and risk associated with not implementing.

Impact Analysis Package Section 3: Implementation Plan

Solution Description
Instructions: Use the IAP checklist as a guide to complete the analysis and in writing the detailed solution description. The Executive Summary should be concise and to the point. The IAP checklist is a guideline of elements that may need to be included in the analysis.

Impact Analysis Package Section 4: Other

Other Impacts and Considerations
Instructions: Document completion criteria and estimated schedule.

Other Alternatives Considered including Business Processes that are not Part of the Recommended Solution
Instructions: Document assumptions (alternatives) and concerns/risks (alternatives).

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249	**Bidders should describe their process for expedited Website modifications requested by the EDD at no cost to the EDD. For example, text changes, updated or new links, and image changes.**

As stated in our response to requirement 248 above, Bank of America will accommodate requests for website modifications requested at no cost to the EDD. The following is the process to request Website modifications (e.g., text changes, new links, image changes, etc:

- Request for new or modified message submitted from the EDD to the Project Manager
- Requirements developed, sized and scheduled for implementation
- Implementation time frames communicated to the EDD
- Website modifications implemented

We are able to expedite website modifications upon EDD's request at no cost to the EDD. Timeframes are normally based on the urgency of the request and the requirements. When the need to expedite a modification request arises we collaborate with EDD to determine an appropriate timeframe with the understanding that the timeline must be swift.

250	**Bidders should describe their online bill pay services available for the EDD's claimants.**

Cardholders may pay bills utilizing their 16-digit EDD Debit Card number at all billing merchants accepting Visa for payment. This includes transactions at point-of-sale, through a website, by mail or by phone.

Currently, EDD cardholders frequently use their cards for bill pay transactions, including cell phone and internet providers, cable companies, etc. Below is a current list of top 20 bill payment merchants:

- AT&T
- Verizon Wireless
- T-Mobile
- California DMV
- Comcast
- DirectTV
- Time Warner Cable
- Metro PCS
- Dish Network
- State Farm Insurance
- Geico
- Cox Communications
- Charter Communications
- Mercury Insurance
- Allstate Insurance
- Los Angeles Department of Water and Power
- Sacramento Municipal Utility District
- Superior Court of California
- Southern California Gas Company
- Netflix

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251	**Bidders should describe the language services available for the claimant IVR above the minimum required of: English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin, Vietnamese languages and TTY-TDD (telephone device for the deaf).**

Our Cardholder Customer Service IVR system currently supports English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin and Vietnamese. In addition to these languages, we also offer TTY-TDD (telephone device for the deaf).

If additional language support is needed beyond the languages required, the claimant will need to opt out to speak with a live customer service representative where language line services will be utilized. Our language line services support over 240 different languages as shown in the listing on the following page.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002719

LanguageLine Solutions™

Additional languages and dialects may be available. Rare languages may require additional interpreter connect time.

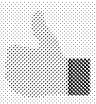
Over-the-Phone Interpreting Language List

Acholi
Afar
Afrikaans
Akan
Akateko
Albanian
Amharic
Anuak
Apache
Arabic
Armenian
Assyrian
Azerbaijani
Bahasa
Bambara
Banda
Barsae
Basque
Bassa
Belorussian
Bemba
Benadir
Bengali
Berber
Bosnian
Bulgarian
Burmese
Cantonese
Cebuano
Chaldean
Chamorro
Chaochow
Chin Falam
Chin Hakha
Chin Mara
Chin Matu
Chin Senthang
Chin Tedim
Chipewyan
Chuukese
Cree
Croatian
Czech
Danish
Dari
Dewoin
Dinka
Duala
Dutch
Dzongkha
Edo
English
Estonian
Ewe
Farsi
Fijian
Fijian Hindi
Finnish
Flemish
French
French Canadian
Fukienese
Fulani
Fuzhou
Ga
Gadsilang
Gaelic-Irish
Gaelic-Scottish
Gerre
Gen
Georgian
German
German Pennsylvania Dutch
Gheg
Gokana
Greek
Gujarati
Guiay
Gurani
Haitian Creole
Hakka-China
Hakka-Taiwan
Hassaniyya
Hausa
Hebrew
Hiligaynon
Hindi
Hmong
Hunanese
Hungarian
Icelandic
Igbo
Ilocano
Inuktitut
Indonesian
Italian
Jakartanese
Jamaican Patois
Japanese
Jarai
Javanese
Jingpho
Jinyu
Juba Arabic
Juba
Kaba
Kamba
Kanjobal
Kannada
Karen
Kashmiri
Kayah
Kazakh
Khasi
Khana
Khmer
K'iche'
Kikuyu
Kimaru
Koho
Korean
Kpelle
Krahn
Krio
Kunama
Kurmanji
Laotian
Latvian
Liberian Pidgin English
Lingala
Lithuanian
Luba-Kasai
Luganda
Luo
Malay
Macedonian
Malay
Malayalam
Mam
Mandarin
Mandinka
Marshallese
Mauritian
Mazatec
Mende
Merina
Mien
Mirpuri
Mixteco
Mizo
Mnong
Mongolian
Moroccan Arabic
Muskogee
Napoletano
Navajo
Nepali
Nganbay
Nigerian Pidgin
Norwegian
Nuer
Nupe
Nyanja
Nyoro
Ojibway
Oromo
Palauan
Pampangan
Panjabi
Papiamento
Pashto
Pennsylvania Dutch
Pohnpeian
Polish
Portuguese
Portuguese, Brazilian
Portuguese, Cape Verdean
Pugliese
Pulaar
Quechua
Quichua
Rade
Rakhine
Rohingya
Romanian
Rundi
Russian
Rwanda
Samoan
Sango
Seraiki
Serbian
Shanghainese
Sichuan Yi
Sicilian
Sinhala
Slovak
Slovene
Soga
Somali
Soninke
Sorani
Spanish
Sudanese Arabic
Sunda
Susu
Swahili
Swedish
Sylheti
Tagalog
Taiwanese
Tajik
Tamil
Telugu
Thai
Tibetan
Tigré
Tigrigna
Toishanese
Tongan
Tooro
Turkish
Turkmen
Tzeltzl
Ukrainian
Urdu
Uyghur
Uzbek
Vietnamese
Visayan
Welsh
Wodaabe
Wolof
Wuzhou
Yiddish
Yoruba
Yunnanese
Zapoteco
Zarma
Zyphe

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252	**Bidders should describe the process for handling calls that may exceed the IVR call capacity.**

The IVR is sized to handle large volumes of calls and peak volumes for the EBP Project. On average, the call center uses no more than 40 percent of available port capacity. Call forecasting is critical to maintain additional capacity to cover any spikes in calls. The bank will work actively with the EDD to appropriately forecast claimant numbers. In addition, we have established an Active/Active approach means that any issues encountered within the primary application can be immediately mitigated by routing traffic to the secondary application instantly and seamlessly. If a situation were ever to arise where IVR call capacity is exceeded, we can ensure that cardholders will not receive a busy signal. An emergency alert message would be placed on the IVR providing an update for the claimant on current status and anticipated availability.



Bank of America IVR exceeds expectations

- To date, we have not suffered an interruption in IVR service due to calls exceeding the Bank of America IVR call capacity.
- On average, we use about 40% of our port capacity.

253	**Bidders should describe the process to handle IVR problems identified by claimants.**

Any IVR problems identified by claimants should be directly communicated to the customer service center. Traditionally, an issue of this type is immediately communicated to a live customer service representative when a cardholder opts to speak with a live operator.

Once an issue is identified, the customer service representative begins the escalation process by making their immediate supervisor aware. From that point, platform management is made aware, the issue is logged and the issue resolution process begins immediately. The issue is researched for immediate resolution; a solution is identified and implemented as soon as possible to restore normal service to the claimant. The EDD receives updates by the Project Manager of any service disruptions and the imminent resolution of the issue.

254	**Bidders should describe their process to record and play new or modified IVR messages at no cost to the EDD.**

Our program can accommodate the recording of different messaging within the IVR at no cost to the EDD. The following is the process to implement new or modified IVR messages:

- Request for new or modified message provided to the Project Manager
- Requirements developed, sized and scheduled for implementation
- Implementation time frames communicated to the EDD
- Message recorded by voice talent
- Message implemented on IVR system

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Prior to releasing any new messaging to the IVR, our team will gain the approval of the appropriate EDD staff.

255	**Bidders should describe their process to expedite new or modified IVR messages at no cost to the EDD.**

We will continue to provide the ability to expedite new or modified IVR messages at no cost to the EDD. It is understood that unforeseen circumstances such as special EDD messaging, service delays or other imperative information may require key messages being delivered to claimants through various communication channels, including the IVR.

Any escalated needs for new or modified IVR messages should be first directed to your Project Manager, Sabrina Clark. Sabrina will communicate the need to client services where requirements will be developed, sizing and scoping of the changes will take place and communication will go back to the EDD on exact implementation time frames. Bank of America will continue to work collaboratively with EDD to refine messaging and prompts within the IVR to best suit the needs of the California claimants and community served.

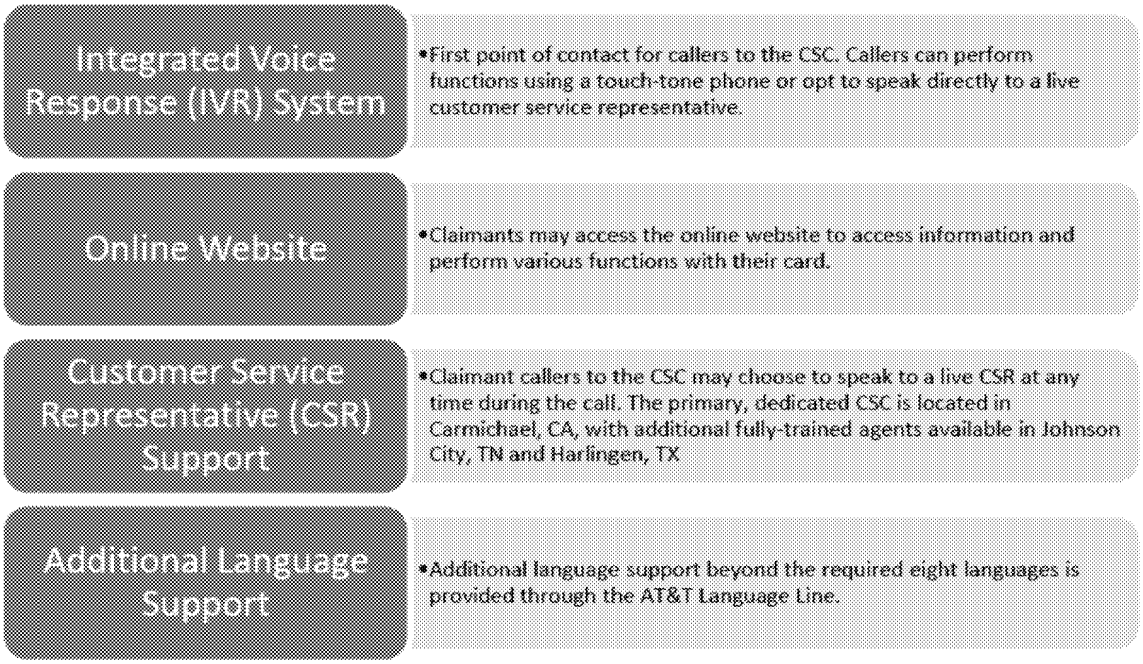
256	**Bidders should describe all services provided by the CSC.**

Whether customers or claimants use an online channel or call the Customer Service Center, they expect rapid service and accurate, secure information. Bank of America meets those expectations by providing customers and claimants as well as the associates who serve them with state-of-the-art technology they can rely on. We are passionate about providing exceptional customer service and we are very sensitive to claimants' needs and understand that the EDD wants each claimant 'experience' with the program to be a positive one. Thus, the focus on customer service enables flexible, empathetic, knowledgeable and well-trained representatives to support the claimants needs and provide the customer 'experience' desired by the EDD.

The services provided through the CSC are identified below.

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Customer Service Center: Services Provided



Specific Customer Service Support

Our live customer service representatives provide the following services:

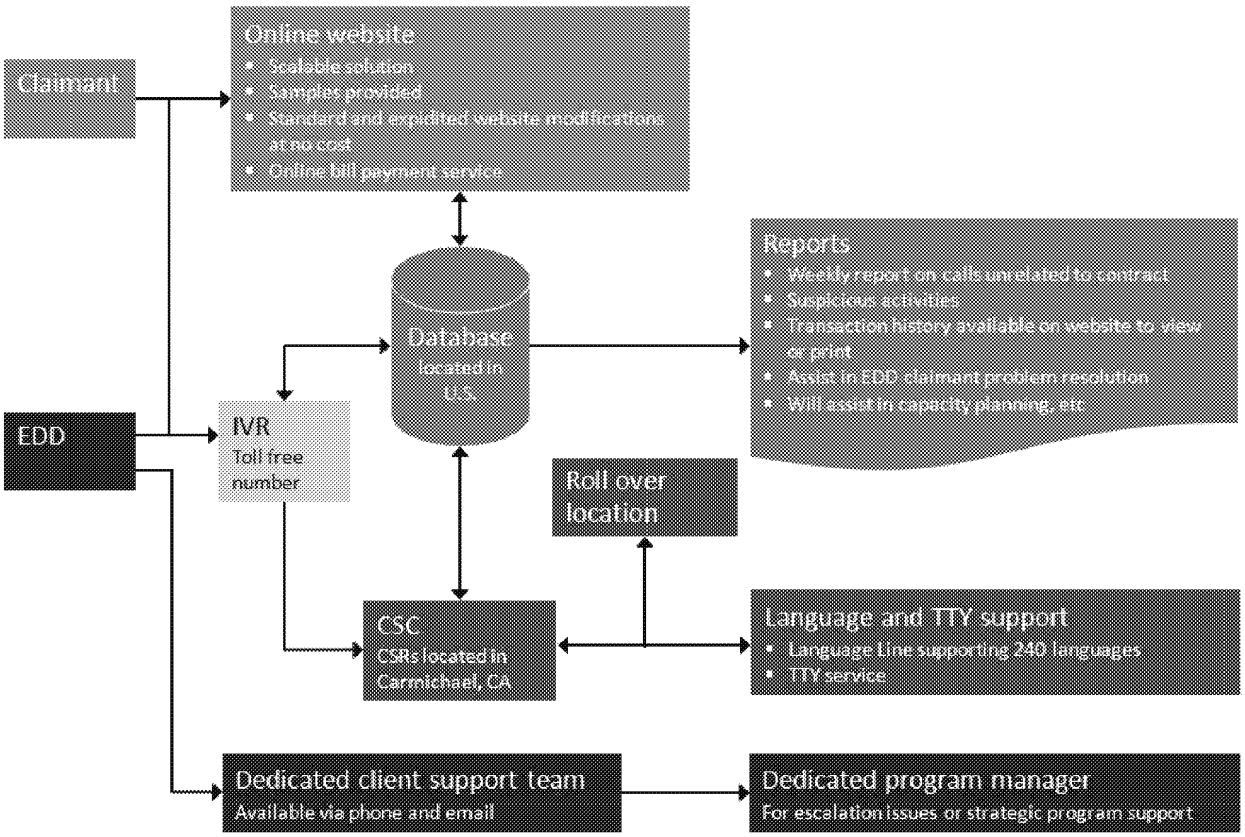
- Card activation activity and support
- PIN sets/resets
- Cardholder website inquiries and password resets
- Balance inquiries and specific transaction inquiries
- Transaction history/statement requests
- Investigate transactions (fraud, security, use)
- Process lost/stolen/damaged card requests
- Initiate disputes
- Support an Emergency Cash Transfer
- Initiate direct deposit transfers

Additionally, customer service representatives will assist cardholders with automated customer service system questions, finding ATMs and Banking Center locations, and referring specific claim questions to the appropriate EDD customer service center.

The graphic below depicts various functions the CSC representatives perform. The RFP requirements are included where applicable. This diagram is meant to be illustrative, as our current and future service provides more than the stated requirements.

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Bank of America EDD Customer Service Flow Diagram



We're confident that the Bank of America approach to customer service will continue to meet and exceed the needs of the EDD and the public. We're proud to say we continually achieve 94 percent of claimants indicating high satisfaction with the program and our ability to resolve issues in a timely and courteous manner.

257	**Bidders should describe the language services available for the CSC above the minimum required of: English, Spanish, Armenian, Tagalog, Punjabi, Cantonese, Mandarin, Vietnamese languages and TTY-TDD (telephone device for the deaf).**

The Bank of America CSR staff currently provides live Customer Service Center support in the following 8 languages with in-house resources:

- English
- Spanish
- Armenian
- Tagalog
- Punjabi
- Cantonese

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- Mandarin
- Vietnamese

If additional language services are required above the minimum required, language line services will be used to service these individuals. The service provides for over 240 different languages, which represents the vast majority of languages spoken in the world. See the response to requirement number 251 for a listing of supported languages.

258	**Bidders should describe how their CSC will have the capability to expand to provide services 3 additional languages at no cost to the EDD.**

At this time, the bank is providing the required eight languages plus TTY-TDD. If requested by the EDD, we will add up to three languages to the IVR and live CSR assistance. The change would go through the change management process as described in our Change Management Plan.

The bank's EBP Project team consistently monitors all CSC activities, including that of additional language support. If it is determined that specific languages are needed more than others, we will communicate such findings to the EDD through the Project Manager and work directly with the EDD to determine if additional language support is warranted and/or changes to the existing service structure are required.

Benchmarking to add languages should include the number of calls requesting the language. The bank's Staffing Management Plan supports hiring multilingual staff to support the most languages requested, based on findings.

In addition to language volumes resulting in additional languages, we can provide the up to three additional languages the EDD may require based on regulatory or other changes.

259	**Bidders should describe how their CSC will provide referral services for claimants who need assistance in languages not serviced by the Bidder's Customer Service Center.**

If additional language services are required above the minimum required, language line services will be used to serve these individuals. The service provides for over 240 different languages, which represent 98.6% of the languages spoken in the world. A listing of the languages supported is provided under Requirement 251.

Once the appropriate language required is identified, the live representative will contact our language line translation service and request support in the needed language. Our representative will then support the cardholder via a three-way call with cardholder and translator on the line.

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260	**Bidders should describe their process to ensure that the CSC capacity is scalable to accommodate significant changes in call volume.**

The CSC is fully capable of handling expected and unexpected increases in call volume using telecommunications redundancy. As calls come into the system they are routed to the next available agent based on call type. The telecommunications system allows for call queuing and routes calls to agents immediately as they become available. Adjustments to agent schedules to accommodate peak call volumes are done based on trending analysis reports.

When it is determined that call volumes may exceed the ability of the onsite staff to respond in accordance with the service level requirements, the team will route a percentage of the calls to one of the backup centers until call volumes return to normal range. Our CSRs are trained to support claimant questions regarding their prepaid debit card account throughout all designated call centers.

To determine CSC capacity for the EDD, the bank uses claimant data provided by the EDD in combination with Bank of America call forecasting and a workforce management tool to create volume models. This information identifies peak times and volume distribution levels and provides the most appropriate staffing models.

The workforce management system the bank uses has been developed to meet the requirements of contact centers that serve geographically dispersed offices. The system integrates forecasting, schedule planning, schedule management, long-term staff planning, office analysis, and database administration in one modular system. Within the system, data moves from function to function and server to supervisor workstation personal computer as needed.

As a planning and management tool, the system forecasts anticipated contacts received and average handling times (AHTs), and based on these forecasts projects staffing requirements. This provides for optimal utilization of personnel resources and ensures that CSC objectives are met.

261	**Bidders should describe how calls unrelated to the Bidder's responsibility under this RFP and resulting contract will be identified and referred to the EDD.**

The CSR staff is trained to identify and respond to questions that arise from a variety of card account usage situations.

In the event a request for information is unrelated to the services provided by the customer service team and the question must be escalated to the EDD staff, the CSR refers the claimant to the appropriate EDD customer service number. Per RFP requirements, the call will be identified as an "unrelated" call by the nature of the question and logged for the required reporting. This process is further detailed in the Customer Services Manual.

We will continue to work with the EDD to determine if a different referral process (i.e., soft transfer, cold transfer) is preferred. We will remain flexible in offering the best customer service to all EDD claimants who have a question directly related to their claims versus card account usage.

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262	**Bidders should describe the process for the EDD to directly speak to Bidder staff for priority assistance.**

In addition to providing customer service to EDD claimants, our team also provides customer service to EDD staff. These services include direct interaction with the Project Manager. Cell phone numbers are already provided to the EDD, as well as alternative contact numbers to support meeting the requirement for 24/7 service and one hour face-to-face response times. The EDD is our priority, and as such, these positions are supported by our Sacramento-based Client Management team resources.

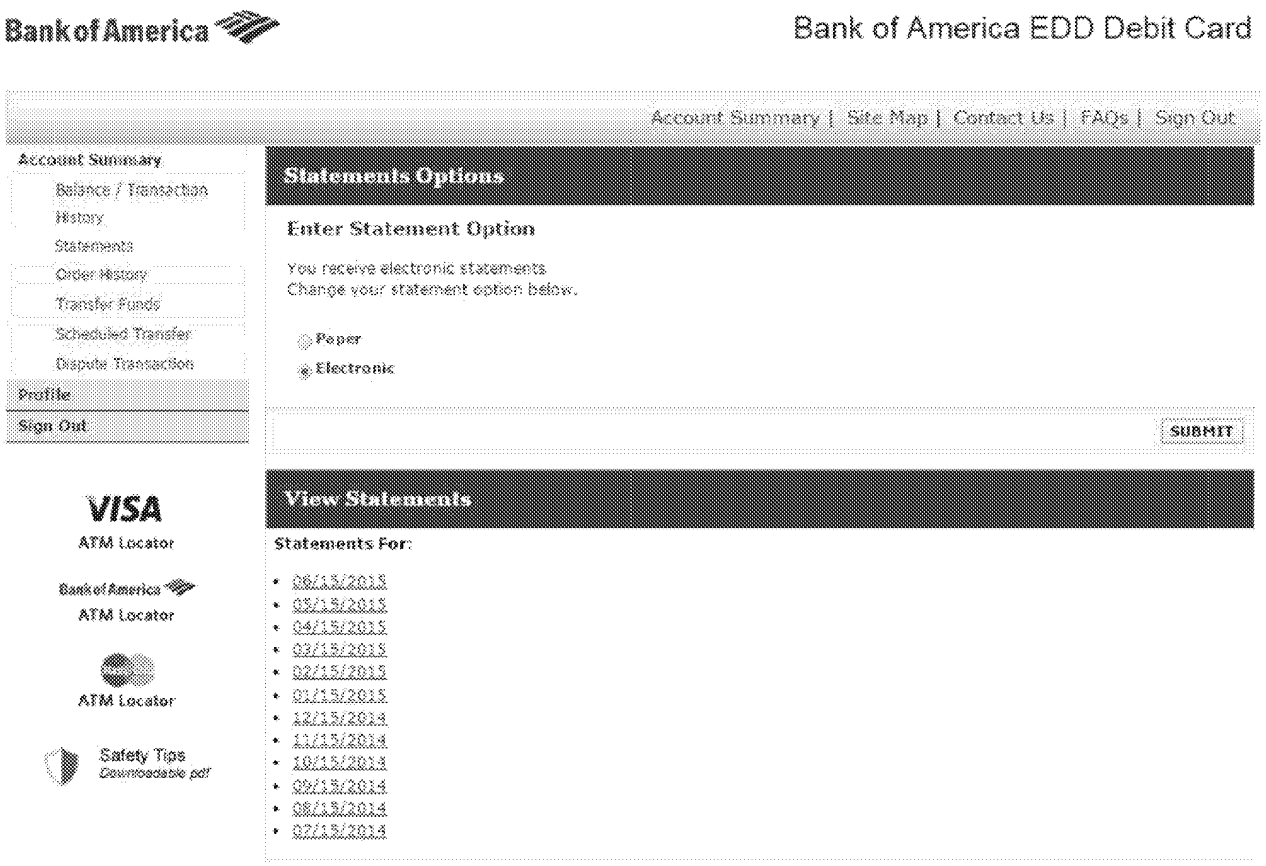
263	**Bidders should describe the number of days of transaction history available on their Website to view and print. Six months is minimum requirement per Req. 305. Bidders who offer longer period of transaction history on their Website will get points.**

Convenient access to transaction history is available through Online Customer Service by logging onto the website with User ID and Password. Once logged into the system, by navigating to Account History the cardholder may select current transactions for the current 30-day statement period or simply click on View Statements and select the desired statement period for the last 12-month period.

It is our pleasure to provide access for the past 12 months online, and if cardholders need additional information they may always call cardholder customer service and request additional information. Starting in early 2016, we will have 24 months of transaction information and statements available online thru the Cardholder Website.

Below is a sample screen shot.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002727

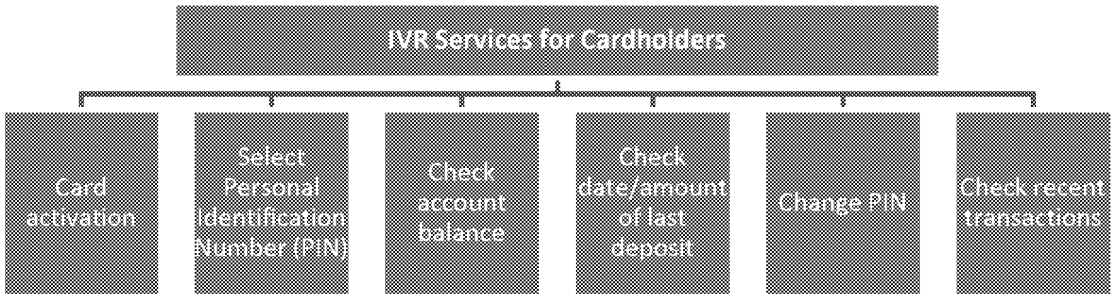


264	**Any Bidder that provides the option to speak with the CSR in the first announcement of IVR choices will be awarded points.**

As we have since program launch five years ago, within the initial greeting of our IVR, we provide callers with an option to talk to a live customer service agent.

Cardholder customer service is provided 24 hours a day by calling a toll-free number for automated account information or live customer service representatives, as well as via online customer service. The hearing impaired may call a toll-free number for TTY line access as well.

All IVR call flows for convenience provide account balance information up front following cardholder authentication and will also offer access to live representatives without going through multiple menus. The following are services that cardholders may obtain through the IVR:



While we offer alternate time-saving and efficient methods of obtaining account information through both automated and online methods, we understand that speaking to a live representative is important to individual claimants when needed. The following are services that cardholders may obtain through live customer service representatives:

- Toll-free access line
- Multi language support
- TTY line for hearing impaired
- When speaking to a customer service representative a claimant may:
  - Activate their card
  - Request transaction history
  - Investigate transactions
  - Process lost / stolen / damaged card reports
  - Request an emergency cash transfer
  - Close accounts

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002729

G. Disaster Recovery and Business Continuity

The Contractor shall establish a Disaster Recovery and Business Continuity Plan (DRBCP) that includes a comprehensive set of measures and procedures to ensure that the Contractor's essential, mission critical resources and infrastructures are maintained or backed up by alternative methods during a temporary loss of services or a major disaster, including the return to normal operations. A temporary loss of service is defined as a loss of the facility or business processing, which causes vital business processes to stop for less than twenty-four (24) hours. A major disaster is defined as a loss of the facility or business processing, which causes vital business processes to stop for more than twenty-four (24) hours. The Contractor's DRBCP shall be complementary to the Contractor's normal emergency preparedness plans and shall be aligned with the EDD Continuity Plan for Business.

The Contractor's DRBCP shall include plans to implement disaster recovery services to re-establish communications, security and services with the EDD and to distribute debit cards and deposit benefits to debit cards or perform direct deposit and direct deposit transfers to claimants' bank accounts as well as plans to restore IVR, CSC and/or Claimant Website services.

The Contractor's DRBCP shall, at a minimum, address three areas:

- Pre-disaster measures to minimize the overall impact of a disaster on systems and resources and to maximize the Contractor's ability to recover from a disaster.
- Continuity measures to maintain mission-critical systems and resources required to keep an organization in operational status.
- Recovery measures to restore all systems and resources to full, normal operational status.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
265	The Contractor shall provide a California specific Disaster Recovery and Business Continuity Plan (DRBCP) in accordance with an approved DED, that will include Roles and Responsibilities of Contractor and EDD staff.	Y	
266	The Contractor shall provide the EDD with a DRBCP 30 days prior to implementation of EBP services.	Y	
267	The Contractor's DRBCP shall comply with state and federal regulations governing business continuity/disaster recovery of the EDD.	Y	
268	The Contractor's DRBCP shall remain compliant with regulatory changes throughout the term of the contract.	Y	
269	The Contractor shall test the processes and activities presented in the DRBCP at least annually.	Y	
270	The Contractor shall provide notification to the EDD for its DRBCP testing 30 days prior to initiating testing.	Y	
271	The Contractor shall provide the EDD a written assessment of all DRBCP testing within 30 calendar	Y	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002730

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	days following completion of each test.		
272	The Contractor shall provide an annual briefing to the EDD related to its DRBCP and processes.	Y	
273	The Contractor shall immediately notify the EDD of any changes to EBP services that would affect the processes and activities presented in the EDD- accepted DRBCP.	Y	
274	The Contractor shall inform the EDD within one (1) hour of the loss of any contracted services including the service(s) disrupted and estimated time of recovery.	Y	
275	The Contractor shall provide to the EDD disaster-specific information to allow EDD staff to respond to disaster-related questions from claimants.	Y	
276	The Contractor shall, in the event of a disaster, provide support to the EDD to ensure the recovery of connectivity between the EDD and the EBP service within 10 hours.	Y	
277	The Contractor shall ensure that the service level agreement applies to both the primary system and any secondary systems used for business continuity and disaster recovery.	Y	
278	The Contractor shall have measures and procedures to ensure the disruptions to the Contractor's services have no impact to claimants and include a critical problem resolution and escalation process.	Y	
279	As required by EDD, the Contractor shall provide the EDD with the recovery time objective for each service provided, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
280	The Contractor shall handle all provided services during temporary loss of service anticipated to be less than 24 hours.	Y	
281	The Contractor shall ensure that there are no costs or burdens to the EDD or the claimants during the execution or testing of a DRBCP.	Y	
282	The Contractor shall provide redundant connections to both EDD primary and alternate data centers.	Y	
283	The Contractor shall ensure that security controls are enforced and maintained in disaster recovery situations.	Y	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002731

The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.	
284	Bidders should describe measures and procedures to ensure the disruptions to the Bidder's services have no impact to claimants.

All of our EBP-related subsystems located in the Bank of America data centers are mirrored (data, hardware, and software) and regularly rolled in production to ensure that uptime is maximized. This architecture is the same business continuity architecture that supports banking services for corporations around the world. The basic concept is to mirror the subsystems and data to provide rapid rollover to the partnering data center in case of any level of system failure.

Proactive measures that help to ensure no disruptions to service

Full redundancy across two data processing sites allows for load-balancing across locations and our unique Active/Active approach means that any issues encountered within the primary application can be immediately mitigated by routing traffic to the secondary application instantly and seamlessly.

We have taken proactive measures to ensure that disruptions have little or no impact on clients, including claimants, under this program. The business continuity and disaster recovery relationship that we have with Visa is based on web and FTP data exchanges. The web portion can be initiated at any workstation that has web access, and the FTP portion is supported by the same Bank of America connectivity used for existing disbursements electronic banking services. In the event of a disaster, there is a redundant failover database environment in the secondary processing site, whereby each database has the ability to failover to a backup server immediately upon a primary database server failure.

If there is a disaster at the primary processing site, there is a second site housing the disaster recovery servers (web, application, and database) and network environment, including a "replicated" database that is updated based on primary database activities. This integrated redundancy significantly minimizes the potential impact on claimants of technical failure. As a major financial institution, we take access to funds very seriously – claimants must be able to count on accessing their funds and account information and obtain customer service support – especially in times of disaster. Included in our enterprise-wide disaster recovery processes are propriety means for ensuring that the ATM networks, and the access points into the Automated Clearing House (ACH) networks, have redundancy and failover processes that minimize any disruptions to services that include the movement of funds, whether that is to load the EDD Debit Card with benefit payments or for claimants to be able to move funds from the card account to a direct deposit account at their local financial institution.

Key disaster recovery processes and procedures

Below are a few highlights of some of our procedures and processes for disaster recovery that are included in the Bank of America internal procedures manuals and guides:

- For transmission and line errors, our operations staff uses a fully redundant configuration and ample test equipment to determine the source of problems.
- File backups are performed throughout each day with both off-site and onsite retention.
- The service level for the secondary site to be designated as the primary production platform is immediate when it is determined that the processing site has incurred a disaster. This site has dedicated equipment to operate as the production-processing site for a planned duration of three weeks.
- Major system outages would call for the "hot site" recovery plan to be implemented, which duplicates the current Bank of America operating environment.

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- Hot site drills are executed every six months to ensure procedures are kept current.
- We have never lost any operation sites or computer hardware due to an actual disaster.
- We have the capability to move processing to any other Bank of America item processing sites, a process referred to as "sister site recovery."

Data center planning and recovery

Bank of America has major data centers located throughout the enterprise. The data centers in the East are recovered at a vendor hot site and the data centers in the West are recovered in an internal facility. An extensive array of advanced recovery technologies are employed to ensure that recovery can be accomplished within agreed-upon recovery time objectives. Critical customer data and application services are backed up electronically and intra-day transactions are journaled to allow recovery to the point of a disaster. Tests of the recovery plans are conducted regularly for all mainframe systems.

285	**Bidders should submit a sample DRBCP representative of the Bidder's normal recovery plans for a major entity similar in scope to that described in this RFP.**

We are pleased to submit our approved EBP Disaster Recovery and Business Continuity Plan as part of our response to the EBP. This plan, which is included in the Appendix, is representative of our normal recovery plans for major projects similar in scope to the services described in this RFP.

286	**Bidders should describe the recovery time objective for each service that will be provided.**

In the table below, we highlight key areas that demonstrate our recovery timeframes. Each individual subsystem (for example, IVR, web and HUB) is not identified specifically within the table below as the technical infrastructure response is applicable to all.

The main services included are:

- Web access
- Account access
- IVR
- Fulfillment
- Live Operator/Call Center
- Core system functionality

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Recovery Time Objective for Technical Infrastructure Supporting All Services

Method	Service Description	Recovery Time
Redundant Disk Arrays	All major EDD file, application, database, and Web servers use a variety of redundant disk array configurations. As a Bank of America standard, these disk arrays are configured with various RAID architectures including RAID 0 and RAID 5. Many of these servers are further supported by fiber connectivity to the Bank of America EDD Storage Area Network (SAN).	Immediate rollover
Storage Area Network (SAN)	The Administrative Application and Reporting system utilizes a centralized SAN to store data and images. SAN technology was designed to support large quantities of data while simultaneously offering substantially increased stability, reliability, and uptime. SAN reliability is usually measured in the 99.999+% uptime arena. Bank of America will leverage a dedicated EDD SAN, as well as other SANs that support operations to minimize downtime and decrease the risk of any disaster related to disk storage failure.	One hour (or less) rollover
Clustered Databases	All major EDD subsystems including the Administrative Application utilize database clustering to ensure system uptime through this type of failover and redundancy.	Immediate rollover
Redundant Data Communications	WAN architecture is highlighted by redundant data circuits within Bank of America. The EDD connectivity to the WAN is provided thorough a primary and secondary VPN using the internet as the communications medium.	Immediate rollover
Warm Spare Servers	In addition to redundant disk arrays, Bank of America routinely maintains warm spare servers for every major subsystem that supports the EDD Project. These spare servers will house duplicate versions of all Bank of America EBP operating systems, applications, databases, and management utilities. In the event of a complete server failure, Bank of America technical staff will use structured procedures to swap servers and integrate back into the production architecture within a specified timeframe.	Immediate – 4 hour
Redundant Mail Openers and Scanners (Returned Cards)	Our fulfillment center uses a variety of mail openers and scanners with onsite redundancy for returned card processing. For each of the operational components, we have deployed multiple units to serve in both peak processing timeframes and to back up units that are in need of repair. In summation, 95% of the time the fulfillment center will have at least 25% of the mail opening, scanning, and encoding equipment available for redundant purposes.	Immediate

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Recovery Time Objective for Technical Infrastructure Supporting All Services

Method	Service Description	Recovery Time
Redundant Power Sources and Power Cleansing	The Bank of America EBP designated card fulfillment and the call center are supported by a three-tiered power architecture that includes standard utility power, a facility Uninterruptible Power Supply (UPS), and a facility generator. These power sources are controlled by automation that switches from utility power to UPS to generator as needed. This type of redundancy protects the sites from short-, medium-, and long-term power outages. In addition, these power management and supply devices prevent interruptions caused by variable power surges and brownouts.	Immediate
Extensive Equipment and Application Monitoring	We use automated monitoring tools in conjunction with 24/7 human intervention to ensure that system availability is maximized and downtime events are rapidly resolved. Communication across technical teams is strategically structured to ensure that the correct technologists are contacted immediately. Automated triggers inherent to these tools will send e-mail and pager notifications so that appropriate technical resources can be rapidly deployed to resolve problems as quickly as possible. EDD Project management is also notified of escalations as appropriate.	Immediate to within one hour of event
Extensive Physical Security	In addition to standard system monitoring tools utilized throughout the system architecture, we utilize several physical and data security tools and methods to ensure that the EBP operations and its associated technologies are protected from intruders, sabotage, and unauthorized system access and use.	Continuous
Call Center Operations	Due to the breadth and depth of our franchise, the bank is able to offer multiple redundancy sites to support disaster recovery, business continuity and other unplanned events that may cause escalated call volumes and the need for additional resources. In the event of a disaster, calls are auto-routed to alternative sites.	Immediate

Full recovery to the primary site and technology base will be dependent upon the disaster and the implications. Rollback to the primary site(s) will be completed after concurrence from the EDD on the timing, risk mitigants, and other critical factors.

We are fully prepared to support the EBP-related services during a temporary loss of service anticipated to be less than 24 hours.

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287	**Bidders should describe any enhancements to the Bidder's DRBCP that will be made to accommodate the EDD's EBP service.**

We have worked closely with the EDD to develop a California-specific DRBCP that ensures recovery of connectivity between the EDD and the EBP services so that disruption of services has minimal impact on claimants and that all services continue to be provided during temporary loss of service. In short, the plan ensures that critical business functions will be restored in the agreed-upon timeframes.

The DRBCP has been developed to give specific guidance to the EDD and Bank of America staff in the event of a disruption in the services provided by the bank as related to the EBP Project.

Resiliency planning overview

Resiliency planning ensures that business units have the facilities, staff, office equipment, vital records, access to the business partners, and technology systems necessary to continue or resume critical functions in the face of an emergency disruption. Recovery of information technology systems in response to major disruptive events is a related activity of equal importance.

The overall objective of the DRBCP is to facilitate and provide for the resumption of business operations in accordance with pre-established timeframes (Recovery Time Objectives, or RTOs) in a timely and organized manner to continue as a viable and stable business process.

The EBP services provided by the bank include redundant hardware and software, disaster recovery sites, and connectivity to the EDD to minimize any disaster-related impacts to services. In addition, our business continuity and disaster recovery for providing claimants with alternative means for accessing funds and account details are a part of our "Business as Usual" (BAU) processes. These include the deployment of mobile banking centers with onboard-powered ATMs to allow claimants to access cash even when the local power is out of service or in the event local banking centers are not accessible.

Our Interactive Voice Response (IVR) and call center secondary and backup site rollover processes are invoked should a disruption occur to services provided by the primary sites.

Technical issue escalations will be handled internally through the bank's Application Service Desk (ASD).

288	**Bidders should describe how they handle all provided services during temporary loss of service anticipated to be less than 24 hours.**

If a disaster occurs, the EDD will be notified by Bank of America within one hour of experiencing a disaster or negative impact that renders continued service levels impossible.

Our business continuity approach includes all business continuity planning controls that ensure the restoration of critical business functions within the specified timeframes and a return to "normal business operations" as soon as possible, in accordance with State requirements and industry best practices.

In the event that a disaster occurs, the bank has identified alternative sites that are technically capable and have sufficient human resources to perform acceptable levels of the affected critical business functions within the prescribed Return to Operation.

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For temporary loss of service, which is anticipated to be less than 24 hours in duration, the bank will continue to invoke the full disaster preparedness processing in rolling functionality to alternative sites in order to provide uninterrupted service delivery. It is critical that claimants have access to their funds seamlessly – especially in times of stress and disaster. It is equally critical that the customer support for those services be available – more so than during normal operations.

We take disasters very seriously, and any loss of service is minimized in our business continuity planning. In the event there is a temporary loss of service, our Project Management team will stay in continuous communication with the EDD to determine the action and activity needed to provide temporary services under the contract.

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H. Electronic Benefit Payments

All benefit payment services offered pursuant to the resulting contract (debit card, direct deposit transfer, direct deposit or alternative disbursement payment methods) shall be at no cost to EDD or its claimants. When the Contractor begins processing payments pursuant to the resulting contract, the Contractor shall disburse benefits to claimants via debit cards supplied by the Contractor. Claimants shall have the option of establishing direct deposit transfer for all or a portion of their benefits until EDD is ready to proceed with direct deposit.

Once EDD is ready to proceed with direct deposit, the Contractor shall phase out direct deposit transfer and implement direct deposit disbursements. This transition shall be accomplished with no service interruption to EDD or its claimants. If a claimant's direct deposit does not deposit into the designated account for any reason, the Contractor shall automatically issue a debit card to the claimant at no cost to EDD or the claimant.

In the event that claimants are not qualified for a debit card per the bank regulations and/or do not provide their bank information for direct deposit once it becomes available, the Contractor shall provide an alternative disbursement payment method, e.g., digital disbursements for those who have a means of receiving digital disbursement, or check writing services. All claimants who will be receiving benefits via debit card or direct deposit transfer will initially receive Visa or MasterCard branded debit cards by mail as part of a Welcome Packet. The Welcome Packet will include instructions on how to activate the card, how to establish direct deposit transfer, and information regarding direct deposit when it becomes available. The Contractor will provide, for the EDD's approval, the design, layout, content, and technical specifications in producing all EBP debit card-related items, including the debit card. The Contractor is responsible for all costs associated with the debit card issuance, including purchase of plastic stock, ordering, embossing, encoding and delivering the debit card.

Each Debit Card will be associated with a Claimant's PIN. The cardholder will establish a PIN associated with the debit card for use with Point of Sale and ATMs. The cardholder will have the ability to change his/her PIN/password.

Cardholders whose debit cards are lost, stolen, or damaged will receive a replacement debit card within a timeframe specified by the EDD.

Overdrafts are a known and managed element associated with debit cards. The EDD will not be responsible for any overdrawn accounts against a debit card account; the financial risk is assumed by the Contractor.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
289	The Contractor shall conduct JAD sessions with the EDD to establish policy, process, and reporting for card inactivation, expiration and replacement, based on industry best practices, when a debit card has not been activated or a debit card is undeliverable.	Y	
290	The Contractor shall pay all costs associated with debit card creation, production, and distribution.	Y	
291	The Contractor shall pay all costs associated with debit cardholder account creation or direct deposit processing, including pre-note processing.	Y	
292	The Contractor shall not extend credit to cardholders via debit card transactions.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
293	The Contractor shall assume financial risk for overdrawn accounts which the Contractor may recover from future deposit, if any, made by the EDD to the Cardholder's account.	Y	
294	As required by EDD, the Contractor shall document and provide to the EDD its process for expedited replacement of debit cards, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
295	The Contractor shall provide written notification to the EDD, 30 days prior to any changes that decrease the number of California in-network (non-surcharge) ATMs available by 5% or more.	Y	
296	As required by EDD, the Contractor shall document and provide to the EDD a document listing services that are available to cardholders who may need service outside of the United States and those with FPO and APO addresses, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
297	As required by EDD, the Contractor shall document and provide to the EDD the process for closing debit card accounts and releasing the payment of remaining balances to claimants when accounts are closed, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
298	~~The Contractor shall never allow cardholder funds to escheat to the State after the debit cardholder has activated the card. The Contractor shall follow requirement 140 with regard to stale funds.~~	N/A	
299	The Contractor shall document and provide to the EDD the process, for returning funds by electronic file transfer, per the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
300	The Contractor shall provide a daily report to the EDD for returned cards, containing the claimant's first and last name, the address the card was mailed to, and the claimants EBP ID in a sortable and exportable format.	Y	
301	The Contractor shall ensure that claimants do not overdraw their debit card accounts.	Y	
302	The Contractor shall not allow claimants to have the capability to obtain advances on funds that have not been deposited.	Y	
303	The Contractor shall allow for claimant's balance inquiry at ATMs.	Y	
304	The Contractor shall offer Zero Liability to claimants for unauthorized use of debit cards or debit card accounts.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
305	The Contractor shall provide no less than six (6) months of account statements online.	Y	
306	The Contractor shall provide debit cards that will be accepted at all participating VISA or MasterCard merchants, retailers and ATMs.	Y	
307	The Contractor shall provide a debit card that supports both PIN-based and signature transactions.	Y	
308	The Contractor shall automatically issue new debit cards to claimants when their card expires without requiring a request from the EDD or the cardholder.	Y	
309	Pursuant to Requirement 308, the Contractor shall issue a new debit card when there has been financial activity on the cardholder's account within six months of that card's expiration date.	Y	
310	~~The Contractor shall close the Claimant's EBP debit card account upon card expiration when financial transactions have not occurred in the last 12 months and the balance is less than $20.~~	N/A	
311	~~Upon the closure of the account, the Contractor agrees to return entire balance to EDD one year from the last date the card was successfully funded.~~	N/A	
312	For claimants who are not offered or do not select direct deposit, the Contractor shall mail the cardholder one (1) initial debit card within 24 hours of receiving the data file from the EDD.	Y	
313	The Contractor shall mail one (1) replacement debit card no later than two (2) business days following a cardholder's request for a replacement card.	Y	
314	As required by EDD, the Contractor shall document and provide to the EDD their procedure for the replacement of an expired cardholder's card, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
315	The Contractor shall accept deposits to claimants' EBP accounts from only the EDD.	Y	
316	The Contractor shall allow merchant refund amounts to be added to the debit card.	Y	
317	The Contractor shall provide a means for the cardholder to withdraw funds to a zero balance.	Y	
318	The Contractor shall document and provide to the EDD a process for PIN issuance via toll-free line.	Y	
319	The Contractor shall allow cardholders to change their	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
	PINs/passwords.		
320	The Contractor shall not limit the number of times cardholders may change their PINs.	Y	
321	The Contractor shall not place a limit on the number of replacement cards that may be issued to a cardholder.	Y	
322	The Contractor shall send cardholders new and replacement debit cards using no less than U.S. Postal Service First-Class mail.	Y	
323	The debit card shall contain no less than an ISO 7811-compliant high coercivity magnetic strip.	Y	
324	The Contractor shall allow only one (1) active profile per claimant.	Y	
325	The Contractor shall provide debit cards for each claimant or their authorized representative/heir in accordance with common commercial standards for Visa or MasterCard-branded cards.	Y	
326	The Contractor shall follow standard commercial practices for debit card PIN specifications in conformance with federal and state laws, rules and regulations.	Y	
327	The Contractor shall have in-network (non- surcharge) ATMs available for use by the cardholder in California and nationally outside of California.	Y	
328	The Contractor shall conduct claimant outreach in California Metropolitan Statistical Areas (MSA) affected by a permanent ATM decrease of 5% or more.	Y	
329	Contractor shall facilitate the following • disbursement options: • Prepaid Debit card • Direct Deposit Transfer (until direct deposit option is established • Direct Deposit	Y	
330	Until direct deposit is implemented, the Contractor shall provide claimants the option of receiving benefits by prepaid debit card, or transferring all or any portion of their benefit payments from their debit card to their existing bank accounts at no cost to the claimants.	Y	
331	The Contractor shall provide claimants who elect direct deposit transfer with a way to track deposits transfers to their account via the Contractor's website and via calls to Contractor's customer service call center.	Y	
332	Until direct deposit is available, the Contractor shall allow claimants to change their payment disbursement type from	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N/)	COMMENT
	debit card to direct deposit transfer, or vice versa, at any given time by going online or by calling the contractor's customer service center.		
333	Once direct deposit is available, the Contractor shall allow claimants to change their payment disbursement type from debit card to direct deposit, or vice versa, at any given time by going online or by calling the contractor's customer service center.	Y	
334	The Contractor shall comply with any and all applicable provisions of Regulation E, 12 CFR 205 et. seq., in providing electronic payment services to claimants.	Y	
335	The Contractor shall complete the origination of an outgoing ACH credit to claimant's bank account upon receipt of funds from the EDD.	Y	
336	The Contractor shall notify the EDD of all undeliverable addresses.	Y	
337	The Contractor shall not charge the EDD for claimant overdrafts, fraud, misuse, and lost or stolen debit cards.	Y	
338	The Contractor shall send mail to international addresses including FPO and APO addresses.	Y	
339	As required by EDD, the Contractor shall develop and provide to the EDD for approval a plan to increase free out of network ATM services in MSA affected by a permanent ATM decrease of 5% or more, according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	

The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.	
340	**Bidders should describe the process for undeliverable claimant mail.**

The United States Postal Service returns all undeliverable mail (cards, statements and promotional materials) to our customer service center and we take responsibility for working all returned mail. For cards that can be forwarded (USPS provides a forwarding address sticker when the card package is returned), we will update our system records with the new address and then re-mail the card to the new address. If USPS does not provide a forwarding address, a status of "lost" is notated on the account of every returned mail package for clear recognition when the cardholder phones for assistance and the undeliverable cards are destroyed.

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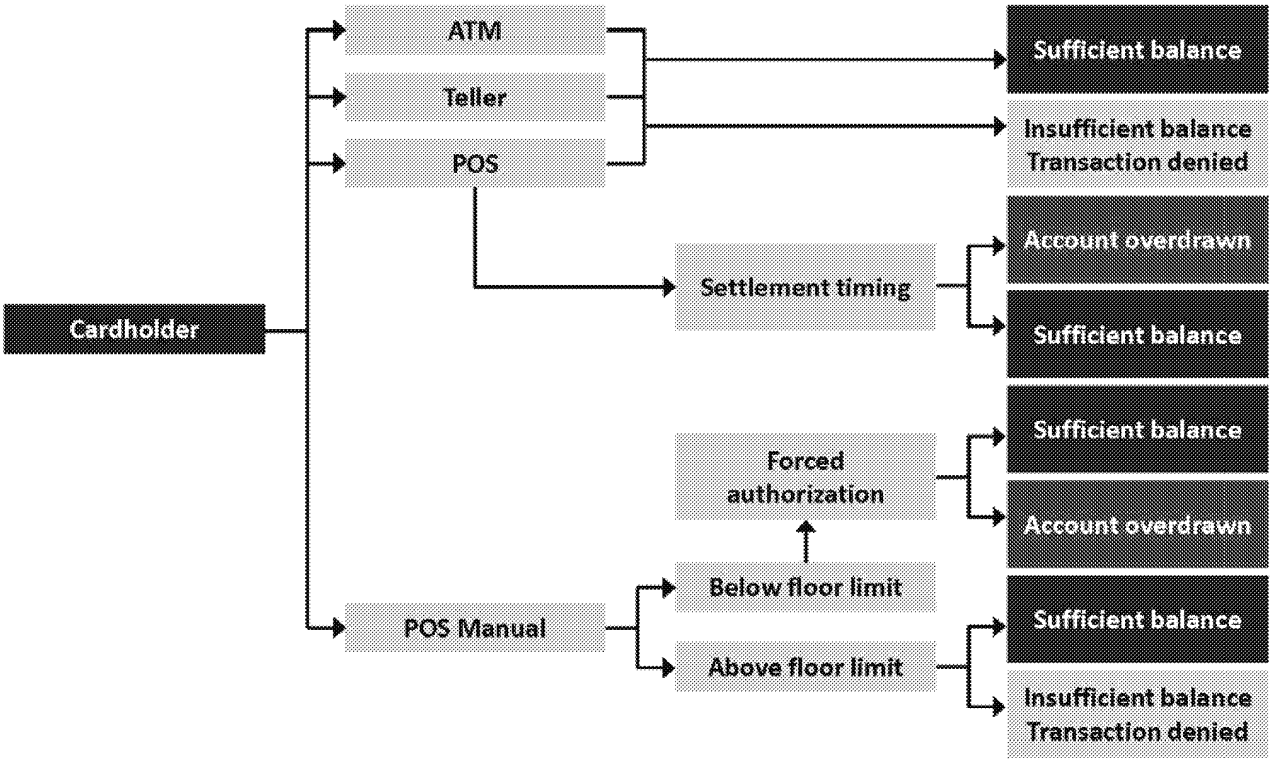
Our program reporting does support a card return report, profile update (address change) and lost/stolen card reporting. The CA EDD currently receives a Card Return report via FTP delivered daily. In addition, a Profile Update report is delivered within the administrative application on a daily basis reflecting cardholder profile changes.

341	**Bidders should describe the steps to ensure that claimants do not overdraw their debit card accounts.**

As a prepaid debit card account with no line of credit associated, transactions are automatically declined if funds are not available. In the event an overdraft does occur, we are responsible for uncollectible overdrafts and the EDD will not have any responsibility or obligation for such overdrafts, nor for any other costs or liabilities incurred by the bank due to the actions of a program participant. If a merchant is responsible for the overdraft under Visa regulations, the balance will be credited back into the cardholder's account at the expense of the merchant.

All transactions are electronically authorized. There are some instances where an overdraft may occur due to merchant forced authorization and/or settlement timing. The instances in which an overdraft may occur are described after the diagram.

The diagram illustrates when an account overdraft may occur. The scenarios illustrated are related to settlement timing and forced authorizations.



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ATM withdrawals

All ATM withdrawals are electronically authorized against the available balance and will not cause an account to go into a negative balance status.

Teller cash access withdrawals

Cardholders may go to any Visa bank or credit union teller location, not only Bank of America locations, to withdraw cash by performing an over-the-counter cash access transaction with their Visa-branded card. An over-the-counter cash access transaction is conducted as a POS-swiped transaction and allows a cardholder to withdraw any amount from their card account to the dollar and cents level, up to the available balance on the card. For over-the-counter cash access transactions, the transaction will be denied if over the available amount.

POS purchases

Cardholders can make purchases at any merchant that accepts Visa debit cards. For the standard authorization process, if a cardholder attempts to make a purchase that is more than his or her available balance on the card, the transaction is electronically declined. While over 99% of all transactions within the United States are electronically authorized, there are limited situations where a POS transaction due to authorization timing and holds may allow an account to go into a negative balance.

These situations are not unique to Bank of America and are seen across the prepaid and debit card industry. Overdrafts can occur in the following situations:

- **Settlement timing (merchant processing)** – In these situations merchants may settle the transaction after the authorization hold of funds has been removed from the account and/or the final payment required may be more than the authorization hold that was in place (for example, car rental return or hotel stay).
- **Forced authorization (merchant processing)** – For off-line transactions, there is no mechanism in place within the debit card industry to prevent the processing of the transaction by the merchant. With a lack of electronic authorizations overseas, "floor-limit" transactions still exist and are typically established for smaller merchants. Transactions below a specified dollar limit may be allowed for paper-based transactions and do not require electronic authorization. Accounts will overdraft when a cardholder makes a purchase that is below the "floor limit" but does not have the available balance on the card to cover such a transaction.

If an account remains in a negative balance status after the designated negative balance-setting period (determined during the implementation phase of the project) and there are no chargeback rights, we will clear the negative balance, close the account and accept the loss on the outstanding funds. All negative balance, account closure and expiration parameters will be set within the implementation phase with input from the Agency.

Recovering overdraft balances

No funds in cardholder accounts will be used to offset in any way debts owed by cardholders to Bank of America, other than overdrafts specifically and only related to the prepaid debit card used by the cardholder.

Again, we typically do not allow overdrafts on our prepaid card programs. In the event an overdraft occurs, we are responsible for uncollectible overdrafts and the EDD will not have any responsibility or obligation for such overdrafts, nor for any other costs or liabilities incurred by the bank due to the actions of a program participant. If a merchant is responsible for the overdraft under Visa regulations, the balance will be credited back into the cardholder's account at the expense of the merchant.

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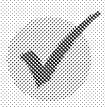
If an account remains in a negative balance status after the designated negative balance-setting period (determined during the implementation phase of the project) and there are no chargeback rights, we will clear the negative balance, close the account and accept the loss on the outstanding funds. All negative balance, account closure and expiration parameters will be set within the implementation phase with input from the Agency. The prepaid debit authorization system is designed to minimize overdrafts. Typically, if a cardholder attempts to make a purchase that is more than his or her available funds, the transaction is electronically declined.

Steps to ensure cardholders do not overdraw their accounts

At Bank of America, we have found that the best steps to ensure cardholders do not overdraw their prepaid debit card accounts are related to merchant and cardholder education. The best practice we have found for alleviating overdraft situations is to emphasize to cardholders that they must "know their balance." Our cardholder communications and marketing tools emphasize multiple ways for the cardholder to easily access balance information 24/7. Cardholders may check their balance through:

- Balance inquiry at any ATM
- Automated customer service
- Live customer service representatives
- Online customer service
- Low balance alert notifications delivered through e-mail and text messages

Free balance inquiry



Cardholders check their balance at no cost through:

- Any ATM
- Customer service (automated, live or online)

Additionally, cardholders may also receive low balance email alerts and text messages.

We are committed to helping cardholders use their cards without incurring an overdraft situation.

342	Bidders should describe their archival and retrieval process for monthly claimant account statements including timelines.

In compliance with Regulation E requirements, account owners are provided with a toll-free number for automated account information, a consumer website to obtain account information, as well as if a cardholder orally requests 60 days of written transaction history it is provided by the card issuer.

We are in compliance with the Regulation E requirement, but additionally will provide a monthly paper statement if a claimant prefers this method of account information. If a cardholder would like to receive a monthly paper statement at their address on record, he or she may request this service by electing a paper statement online or by calling cardholder customer service.

Although we have found that best practice within state debit card programs is to provide electronic transaction account history, as a courtesy, we do offer both online and mailed monthly account statements.

The archival and retrieval process for online and paper statements is described below:

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Online Statements

Claimants can view their online statements by accessing the user friendly online customer service site. Here, claimants will have access to 12 months of account statements online where they can view, download, or print the statements as desired. This is six months longer than the EDD's RFP requirements for the program. In 2016, we will move to 24 months of account statements online.

The specific steps and timelines for retrieving monthly claimant account statements are depicted in the table below.

Steps for accessing online account statement

	Step	Description	Timeline
1	**Log On**	The claimant logs on to Online Customer Service by entering card number, password and date of birth	5-10 seconds
2	**Select Account History**	Select Account History for quick real-time electronic account transaction history.	2-3 seconds
3	**Select View Statements**	Select statements for access to online statement for on screen access or printing.	2-3 seconds

Paper Statements

The archival period for a paper statement is seven (7) years. If an account holder would like to receive a monthly paper statement at their address on record, they may request this service by calling cardholder customer service. In addition, if cardholders would like duplicate statements for their records at any time, they may contact cardholder customer service.

343	**Bidders should describe their process for expediting delivery of monthly claimant account statements including timelines.**

If an account owner needs expedited delivery of a statement, cardholder customer service will recommend online customer service for the immediate printing of the statement. If website access is not available to the claimant, cardholder customer service would offer to fax the monthly statement to expedite receipt of the statement.

344	**Bidders should provide a sample claimant account statement.**

A sample claimant account statement is provided on the following pages.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002746

Sample Statement

Bank of America
PO BOX 8488
GRAY TN 37615-8488

RETURN SERVICE REQUESTED

00002 9061370 000003 000003 00001/00001

>00002 9061370 001 374600
ROBBIE A SASPATUPLOAD PH.D.
242 PAT UP LANE
SUITE 300
LITTLETON CO 80127

TEST

Customer Service:	1-866-213-4074
Card Number:	xxxx xxxx xxxx xxxx
Period Start Date:	May 27, 2006
Period End Date:	June 26, 2006

Summary of Transactions

Previous Balance	(+) Credits and Adjustments	(-) Purchases and Adjustments	(=) New Balance
$0 00	$5,220 00	$647 00	$4,573 00

We have improved the look of your monthly statement. Summary transaction information is conveniently located above. In addition, we have improved delivery times and your statement will be received at this time each month.

Account Transaction Activity

Posted Date	Reference Number	Transaction Description	Credit	Debit
06/01/06		Monthly Maintenance Fee	$0 00	$0 00
06/23/06	825138575707	Manual Card Reload;The Cheesecake Factory In	$5,000 00	$0 00
06/23/06	617418013172	Purchase Return	$100 00	$0 00
06/23/06	825987328586	Adjustment Credit;The Cheesecake Factory In	$25 00	$0 00
06/23/06	826003881288	Adjustment Debit;The Cheesecake Factory In	$0 00	$35 00
06/23/06		Teller Cash Fee - Domestic	$0 00	$15 00
06/23/06	617418013182	Teller Cash Withdrawal	$0 00	$125 00
06/23/06	617418013184	Purchase Return	$95 00	$0 00
06/23/06		Teller Cash Fee - Foreign	$0 00	$15 00
06/23/06	617418013186	Teller Cash Withdrawal	$0 00	$200 00
06/23/06		Teller Cash Fee - Foreign	$0 00	$15 00
06/23/06	617418013190	Teller Cash Withdrawal	$0 00	$60 00
06/23/06	617418013192	Purchase of Goods or Services	$0 00	$16 00

(continued)

Would you like to receive account information, as well as your monthly statements online? Please go to www.bankofamerica.com/cashpay to register and to sign up for electronic statements. Online customer service is available at no cost 24 hours a day. Statements can easily be printed and you will have access to account information going back one full year. Sign up today!

"In case of Errors or Questions About Your Electronic Transfers:
Telephone us at 1.866.213.4074 or write us at CardServices Center. Dispute Processing. P O Box 266001. Highlands Ranch. CO 80163-6001 You may also fax us at 1 303 389-7324 Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared:

(1) Tell us your name and card number
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
(3) Tell us the dollar amount of the suspected error

We will investigate your complaint and will correct any error promptly If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation "

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Customer Service:	1-866-213-4074
Card Number:	xxxx xxxx xxxx xxxx
Period Start Date:	May 27, 2006
Period End Date:	June 26, 2006

Account Transaction Activity (continued)

Posted Date	Reference Number	Transaction Description	Credit	Debit
06/23/06	617418013194	Purchase of Goods or Services	$0 00	$17 00
06/23/06	617418013196	Purchase of Goods or Services	$0 00	$18 00
06/23/06	617418013200	Purchase of Goods or Services	$0 00	$30 00
06/23/06	617418013202	Purchase of Goods or Services	$0 00	$30 00
06/23/06	617418013204	Purchase of Goods or Services	$0 00	$30 00
06/23/06	617418013208	Purchase of Goods or Services	$0 00	$18 00
06/23/06	617418013210	Purchase of Goods or Services	$0 00	$17 00
06/23/06	617418013212	Purchase of Goods or Services	$0 00	$16 00
		TOTAL --	$5,220.00	$647.00

345	**Bidders should describe their available electronic communications (e.g. benefit deposit notification and low balance alerts, etc.) services available to claimants.**

Through online customer service accessible via internet and by mobile phone, we provide options for a claimant to sign up for electronic notifications — via email or mobile text alerts.

Once registered as a user of online customer service, account owners will have the ability to easily sign up to account alerts by text or email for the following:

- Deposit notification
- Low balance notifications

Access to balance and account information is critical to the EDD Debit Card program. The convenient access and features we offer ensure a positive experience for your claimants.

346	**Bidders should provide information on all in-network (non-surcharge) ATMs available for use by the cardholder in California in accordance with the file format in Attachment V.4.**

Bank of America has 3,745 publicly-accessible, in-network (non-surcharge) ATMs in California.

As requested, we have provided California and National ATM location files in Comma Separated Values (CSV) format on a CD-ROM, as requested, and have included it with this volume, Volume I – EBP Service Proposal. The CD-ROM is clearly labeled "ATM Location Files." Please note that Bank of America does not capture "Zip+4" data for its ATM locations.

The table below provides a summary of the total number of in-network (non-surcharge) ATMs available for use by the cardholder in California and nationally:

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Summary of publicly-accessible, in-network ATMs available for cardholders	
Location	Total Number of In-Network ATMs
California	3,745
National	15,171

347	**Bidders should provide information on all in-network (non-surcharge) ATMs available for use by the cardholder nationally in accordance with the file format in Attachment V.4.**

Bank of America has 15,171 publicly-accessible, in-network (non-surcharge) ATMs nationally.

As requested, we have provided California and National ATM location files in Comma Separated Values (CSV) format on a CD-ROM, as requested, and have included it with this volume, Volume I – EBP Service Proposal. The CD-ROM is clearly labeled "ATM Location Files." Please note that Bank of America does not capture "Zip+4" data for its ATM locations. For a summary of the total number of in-network (non surcharge) ATMs available for use by cardholders in California and nationally, please see the table provided in our response to item number 346 above.

348	**Bidders should provide information on all in-network (non-surcharge) ATMs available for use by the cardholder internationally in accordance with the file format in Attachment V.4.**

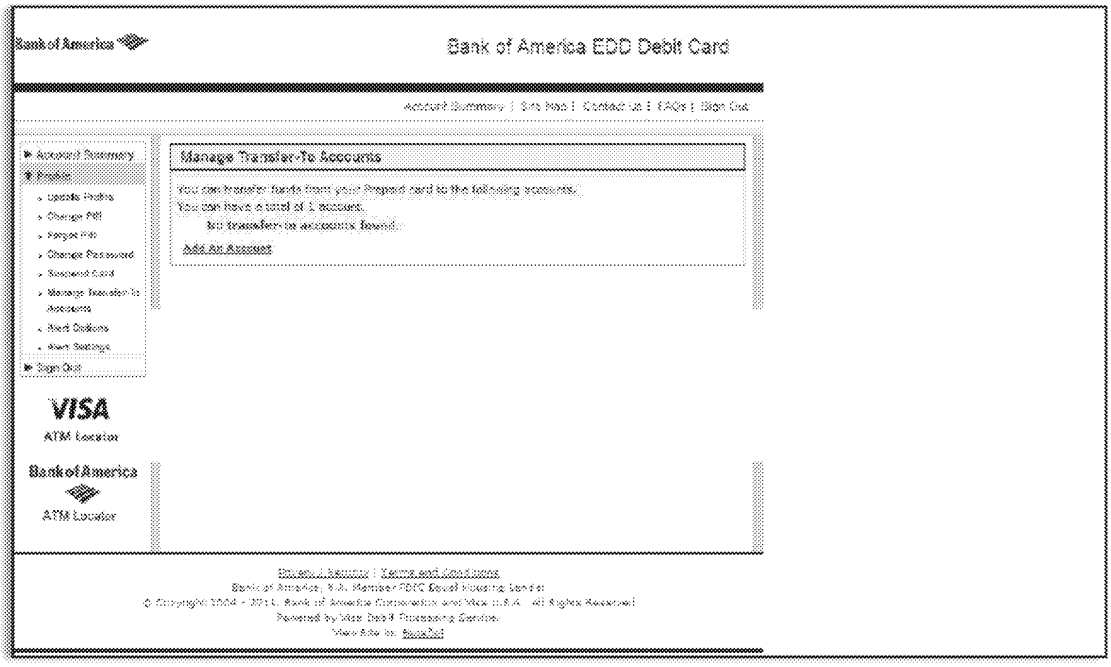
We have not included an International file, since we do not have any Bank of America branded ATMs outside of the U.S. However, cardholders have access to over 70,000 ATMs internationally through our Global ATM Alliance where surcharges will not be applied, although we do not have location data for these ATMs.

349	**Bidders should describe electronic funds transfer services available for the EDD's EBP claimants.**

Claimants can perform direct deposit transfer transactions through our online customer service portal to move funds from the card account to a traditional checking or savings account in the U.S. Cardholders will be able to establish one-time partial, full amount or recurring transfers at their convenience, similar to an ACH direct deposit initiation. Through the secure website, the cardholder will choose the "Transfer Funds" option and establish a cardholder account for transfer transactions. In addition, for those cardholders that may not have Internet access or need assistance, they may perform a direct deposit transfer by calling customer service and speaking with a live representative.

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Manage Transfer-To Accounts Screen



Prior to performing their first online funds transfer, cardholders will establish recipient account(s) under the "Manage Transfer To Accounts" functionality within their profile. Here they will confirm the type of account, routing and account number. Once account is established as a recipient account, an Online Funds Transfer may take up to two business days to be available in the receiving checking or savings account.

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I. End of Contract Activities

The Contractor agrees that upon termination of this contract, the Contractor will work with the new contractor and the EDD throughout the transition in the best interest of the public being served.

Changeover activities to be conducted by the Contractor, at no cost to the EDD, include, but are not limited to:

- Participation in schedule development.
- Testing of files and data records to be transferred.
- IVR/Call Center transition planning.
- Conversion planning, testing, and execution.
- System and process documentation.
- Ability to transfer balances to new debit cards.
- EDD-approved communications to claimants.

To prepare for changeover, the Contractor shall participate in the development of an End of Contract Plan, which will describe the activities to successfully transition to a replacement contractor, the sequence of those activities, the parties responsible for performing the activities, and a contingency plan, in the event changeover activities are delayed.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
350	The Contractor shall participate with its successor and the EDD in good faith to assist in changeover planning, preparation, testing, and implementation.	Y	
351	The Contractor shall develop an End of Contract Plan with the EDD within six (6) months from contract execution in accordance with the DED.	Y	
352	The Contractor shall deliver status reports to its successor and the EDD at the frequency determined in the EBP End of Contract Plan describing changeover activities during the changeover period.	Y	
353	The Contractor shall document the results of changeover activities defined within the Plan in the EBP Changeover Activity Completion Report.	Y	
354	The Contractor shall provide information necessary to facilitate the transition of services to its successor.	Y	
355	The Contractor shall convert, export, or otherwise electronically deliver the data needed by its successor to conduct operations and maintain operational continuity, including, but not limited to debit card holder account data, direct deposit data, and names and addresses for mailing, reports, etc.	Y	
356	The Contractor shall provide any data needed by its	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	successor within one (1) week of request.		
357	The Contractor shall provide any data needed by its successor in a format that is non-proprietary and approved by the EDD.	Y	
358	The Contractor shall be prohibited from sending non-EBP promotional materials to the EDD's claimants after contract termination without prior written approval from the EDD.	Y	
359	The Contractor shall be prohibited from using or disclosing information provided by the EDD after contract termination without prior written approval from the EDD.	Y	
360	The Contractor shall cooperate with the EDD to assist with the orderly transfer of services, function, and operation provided by the Contractor hereunder to another service provider at no cost to the EDD or the other service provider.	Y	
361	The Contractor personnel critical to the transfer effort shall be identified to the EDD.	Y	
362	The Contractor shall ensure the cooperation of its key employees during the transfer process.	Y	
363	The Contractor shall provide, to the EDD at no cost, written applicable requirements, standards, policies, operating procedures, and other documentation relating to the affected service and necessary access to the systems and sites from which the affected service was provided.	Y	
364	The Contractor shall have the ability to transfer account balances to the successor Contractor's debit card accounts.	Y	
365	The Contractor shall provide the EDD approved communications to claimants on end of contract activities.	Y	
366	The Contractor shall perform any necessary reconciliation of financial data and transactions between the Contractor and its successor during changeover.	Y	
367	The Contractor shall ensure that the EBP claimants will have continuous and uninterrupted services during contract changeover.	Y	
368	The Contractor shall provide extended services on a month-to-month basis until the successor Contractor's services are fully operational as determined by and at	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	the sole discretion of the EDD.		

J. Fees and Surcharges

Claimants receiving benefits via debit card, direct deposit transfer, direct deposit or other alternative disbursement methods must receive Contractor services at no cost to the claimant. Bidders will be evaluated on the fee schedule for costs/fees for other banking services (i.e. expedited card delivery, foreign exchange, out of network ATM transactions). The Bidder shall disclose how the Cardholder can avoid debit card fees/surcharges. The Bidder shall use the Fee Schedule in Attachment V.3 to respond to requirements in this section of the RFP. Evaluation points will be awarded based on the services provided at no cost.

Debit Card: Standard debit card services include, but are not limited to: point of sale transactions, point of sale with cash-back, ATM access to cash, and balance inquiry by the Contractor's teller, ATM, IVR, and website. The bidder's proposal shall disclose all services that will create fees or surcharges to the Cardholder.

The Bidder shall identify the locations of all in-network (non-surcharge) ATMs available for use by the Cardholder in California. The Bidder shall describe the extent of surcharge-free ATM networks available to the cardholders.

Evaluation of Cardholder fees/surcharges shall constitute a major portion of the evaluation. The Bidder shall describe in detail the services that will have an associated Cardholder surcharge and/or fee, including the timing and circumstances under which each Cardholder surcharge and/or fee is assessed.

> Cardholder fees/surcharges associated with EBP services must be listed separately on Attachment V.3 Fee Schedule. Cardholder fees/surcharges will be evaluated. The Contractor shall not charge any fees/surcharges to Cardholders that are not included in its proposal.

Direct Deposit: Until EDD is ready to provide claimants the option for direct deposit, claimants will have the option of receiving benefits by debit card or establishing direct deposit transfer at no cost. Once direct deposit options are established, customers utilizing direct deposit transfer options shall automatically be enrolled in direct deposit. There will be no service interruption to the EDD or to claimants when transitioning from direct deposit transfer to direct deposit. Once direct deposit is established, direct deposit transfers will no longer be an option. Contractor must process direct deposit from the EDD directly to the bank account of claimant's choice.

The Contractor shall provide claimants who receive direct deposit with a way to track deposits of benefits into their account via the Contractor's website and via calls to

Contractor's customer service call center. The Contractor shall provide direct deposit services to EDD's claimants at no cost and no fees to EDD's claimants or to EDD. In doing so, the Contractor shall comply with any and all applicable provisions of the EFTA and/or Regulation E, 12 CFR 205 et. seq., in providing direct deposit services to claimants.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
369	The Contractor shall only charge fees listed in Attachment V.3, Fee Schedule, and shall not make changes without prior approval of the EDD.	Y	
370	The EDD's cost for the EBP service shall not exceed zero dollars ($0).	Y	
371	The Contractor shall charge fees only in accordance with the EDD's approved Fee Schedule.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
372	The Contractor's Website for customer service shall be available to all claimants over the Internet at no charge to the claimants, excluding third-party charges to the claimants for access to the Internet.	Y	
373	The Contractor shall provide any account statements to claimants that may be required under Federal Reserve Regulation E.	Y	
374	The Contractor shall provide a minimum of two (2) free inquiries per deposit to the Contractor's CSR.	Y	
375	The Contractor shall not charge the EDD to identify, track, and refer calls to the EDD that are unrelated to this RFP and the resulting contract.	Y	
376	The Contractor shall not charge a fee for repeat calls about an unresolved issue.	Y	
377	The Contractor shall not charge a fee to replace undeliverable cards.	Y	
378	The Contractor shall not assess interest charges to the cardholder's account.	Y	
379	The Contractor shall not apply a fee to the EDD or claimants to initiate, process, modify, or terminate their Direct Deposit or Direct Deposit transfer option.	Y	
380	The Contractor shall not apply an ACH fee to the claimants or EDD for the Direct Deposit or Direct Deposit transfer option.	Y	
381	The Bidder shall provide a schedule of EBP services with descriptions and related fees/surcharges, using the Fee Schedule template in Attachment V.3.	Y	

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K. Governing Regulations

As a California state department, the EDD must conform to State and Federal law and guidelines. The Governing Regulations requirements identify applicable regulations for the EBP services. Bidders must be aware of the regulatory environment when submitting a proposal in response to this EBP RFP.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
382	The Contractor shall comply with the Code of Federal Regulations, Title 12 Banks and Banking.	Y	
383	The Contractor shall comply with NACHA-The Electronic Payments Association's operating rules.	Y	
384	The Contractor shall ensure that each account is fully insured to the limits provided by the Federal Deposit Insurance Corporation (FDIC).	Y	
385	The Contractor shall comply with Division I of Title 22 of the California Code of Regulations, as well as applicable sections of California Code, including the Government Code, Public Contract Code, and Unemployment Insurance Code. The Contractor shall also comply with applicable sections of the United States Code, the Code of Federal Regulations, and requirements set forth by the U.S. Department of Labor.	Y	
386	The Contractor shall bear all liability for losses resulting from errors or omissions related to disbursement of	Y	
387	The Contractor shall bear all liability for any losses resulting from errors, omissions, fraud, and/or abuse incurred by the Contractor's employees, representatives, affiliates, or sub-contractors.	Y	
388	The indemnification responsibilities identified in Exhibit C (GTC-610) of the Standard Agreement shall survive and be enforceable after the Contract between EDD and the successful Contractor terminates or expires, and they shall be terminated only by written agreement of the successful Contractor and EDD.	Y	
389	The Contractor shall execute and comply with EDD's Indemnity Agreement.	Y	
390	The Contractor shall comply with the Bilingual Services Act of 1977 (Dymally-Alatorre), Government Code Section 7290-7299.8.	Y	
391	The Contractor shall provide EBP Services that support Americans with Disabilities Act of 1990 (ADA) requirements (e.g., readers for the blind). The Contractor shall also provide Welcome Packet information in an ADA supported manner on its website.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
392	The Contractor shall not deny or refuse an account to any EDD cardholder, other than to comply with relevant law, such as the Bank Secrecy Act and the USA Patriot Act.	Y	
393	The Contractor shall comply with the Information Practices Act, California Civil Code §1798, et al.	Y	
394	The Contractor shall be certified as PCI DSS compliant or equivalent throughout the EBP service contract, and shall provide verification of such certification to the EDD when requested.	Y	
395	The Contractor shall provide the EDD, on an annual basis, the Auditor's opinion of the annual SAS 70 audit for continuity, fraud, security, and reconciliation.	Y	
396	The Contractor shall comply with all of the following:(a) applicable National Institute of Standards and Technology (NIST) standards; (b) Code of Federal Regulations Title 20 Section 603 et seq.; (c) Office of Management and Budget (OMB) A-130, Appx. III, Security of Federal Automated Information Resources; (d) State Information Security Policies as prescribed in the State Administrative Manual, Sections 5300 – 5399; (e) Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220) and the Workforce Innovation and Opportunity Act of 2014, and the California Government Code 11135.	Y	
397	The Contractor shall be a registered depository bank of the State of California.	Y	
398	The Contractor shall implement changes to this contract at no cost to EDD or its claimants if changes in Federal and/or State law make amendments to the contract necessary.	Y	
399	The Bidders shall provide proof of current PCI DSS certification with their proposals.	Y	

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L. Investigations and Fraud Prevention

The EDD takes a comprehensive approach to fraud prevention, detection, and deterrence. This approach involves the EDD's program areas, oversight entities, and business partners including federal, state, local law enforcement agencies, and prosecutors.

The EDD's Investigation Division (ID) is a specialized law enforcement organization, enforcing the provisions of the CUIC. The Division provides investigative services to prevent, detect, and investigate instances of fraud committed against the EDD's programs and resources. The Contractor shall cooperate with the EDD's ID and/or any contractors EDD may utilize with regard to fraud investigations to the extent permissible by law.

The ID's Criminal Intelligence Unit (CIU) analyzes allegations of fraud against the EDD's programs, and develops cases to be referred to the appropriate fraud unit for investigation and prosecution. The CIU also assists in detection and prevention of fraud in the EDD's programs.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
400	The Contractor shall provide from its fraud team or fraud investigation unit a SPOC to work with an EDD fraud SPOC to assist in investigation, detection, deterrence and prevention activity.	Y	
401	The Contractor shall report and confirm at each quarterly meeting a negative report or absence of any accidental or inadvertent release of confidential EDD or Claimant information.	Y	
402	The Contractor shall provide a single process/form by which EDD Investigation Division can request transaction history, still photo images AND/OR video images with one request.	Y	
403	The Contractor's fraud SPOC shall be available during business hours, 8 am to 5 pm Monday through Friday (PT).	Y	
404	The Contractor's fraud SPOC shall be available after business hours based on the EDD's business needs with prior notification.	Y	
405	The Contractor shall have a representative (Custodian of Record for court testimony) to testify during hearings for subpoenaed documents.	Y	
406	The Contractor shall provide a quarterly briefing to the EDD on trends, patterns, and overall fraud-related topics in the California EBP service. This briefing shall include information on new threats, new security related laws, regulations, and standards, and a history of security and fraud related issues since the previous briefing. The briefing will detail how the issues were handled and their disposition.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
407	The Contractor shall provide a quarterly report to the EDD on trends, patterns and overall fraud related topics in the California EBP service. This report shall include information on new threats, new security related laws, regulations, and standards, and a history of security and fraud related issues since the previous report. The report will detail how the issues were handled and their disposition.	Y	
408	The Bidders shall provide a description of its fraud investigation process and when there would be interaction with the EDD Investigation Division, in their bid package.	Y	
409	The Contractor shall retain in-network ATM video, photo, and/or digital image data for a minimum of ~~twelve (12) months.~~ 120 days.	Y	
410	The Contractor shall document fraud detection procedures and methodologies.	Y	
411	The Contractor shall cooperate with the EDD's Investigation Division and/or its contractors with regard to fraud investigations to the extent permissible by law.	Y	

The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.	
412	**Bidders should describe their in-network ATM video, photo and/or digital image data retention process including timelines beyond the twelve (12) month minimum required.**

Bank of America operates a network of more than 15,000 ATMs and provides video and photos as required by thousands of clients and non-clients nationwide. To manage this complex operation that provides critical investigative information, we must follow consistent internal processes and industry best practices as permitted by law.

The EDD benefits from working with Bank of America as we have in-house insight into a high volume of EDD cardholder transactions – more so than any other ATM operator in the State. The organization stores transaction video and photos for 120 days. In addition, our industry best-in-class Fraud Investigations Department participates in investigations, applying specialized processes and tools to resolve fraud. We will continue to cooperate with the EDD's Investigation Division with regard to fraud investigations to the extent permissible by law.

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413	**Bidders should describe their fraud detection procedures and methodologies.**

Our fraud specialists are committed to stopping card transaction fraud before it happens by monitoring cardholder spending patterns. We provide extensive fraud monitoring, reviewing how and where the card is being used in order to block potential fraud if abnormal patterns are detected. Our fraud strategies decision authorization operates in real time with the ability to create manual and systemic fraud detection work queues.

We support real-time maintenance of watch/block status on potential fraud accounts based upon access to prior authorization and activity information. Internal fraud trending reports are developed to monitor real-time changes to account status, as well as real-time ad hoc authorization reports.

Once activity is identified as being outside normal spending habits:

1. Cardholders are contacted to validate the transaction activity.
2. Based on cardholder direction, the account is placed into the appropriate status. If there are posted fraudulent charges on the card account and the cardholder reports the card as lost or stolen, along with reporting the unauthorized transactions, the cardholder is no longer responsible for fraudulent activity attempted on the card.
3. The Fraud Investigation team will engage the appropriate level of law enforcement and continue the investigation as warranted. Depending on the breadth of issues and patterns associated with the fraudulent transaction, fraud strategies will be developed and implemented in an effort to prevent similar situations.

Depending on the breadth of issues and patterns associated with the fraudulent transaction, fraud strategies will be developed and implemented in an effort to prevent similar situations. Through our program, not only is there no liability for the EDD — all cardholders will be provided Bank of America's Zero Liability coverage with the card.

As a part of our commitment to continually combat fraud, we are currently piloting the use of the Visa DPS Risk Services Manager (RSM) system for our Government Prepaid Card products. The fraud management tool will bring speed and control for additional fraud-rule creation or edits and provides a second layer of fraud mitigation. The system is also built to recognize misuse not fraud related and descriptive reason codes for authorization blocks versus suspected fraud declines. This ultimately reduces live agent minutes and cardholder frustration.

RSM allows immediate response to emerging fraud trends and the application of specific rules and actions to transaction activities within an hour. Blocks may be placed on accounts, a fraud case may be created and transactions may be declined in real time and/or transactions can be sent in real time to the fraud system for scoring and evaluation against authorization and case create rules. The tool provides deeper risk strategy segmentation and rules can be tested within against historical transaction data. There is additionally robust daily detail and monthly summary analysis reporting available to assist us with updating the EDD on current fraud trends within the program.

In addition to detection of transaction fraud, through five years of operating the EBP program, our call center and fraud personnel have become familiar with cues that may indicate benefits enrollment fraud. Upon detection of suspicious circumstances (such as recipient spending time in prison), the fraud team will flag the account for further review. Our fraud team will contact EDD's Investigation Division to alert you of the possibility of benefits enrollment fraud and allow you to conduct further investigation.

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Bank of America is committed to being at the forefront of fraud and data security strategies, benefiting the EDD and your claimants. We fully intend to apply the most rigorous fraud detection procedures to the EBP Program. Bank of America will continue to document our fraud detection procedures and methodologies for the EBP and Bank of America will cooperate with the EDD's Investigation Division with regard to fraud investigations to the extent permissible by law.

Bank fraud policy

We employ the highest level of security and fraud safeguards that provide significant risk reduction associated with misuse of stolen claimant information and access to bank applications. As a part of these safeguard measures, the bank uses its corporate Enterprise Information Management (EIM) policy to support the administrative, technical and physical security of information and applications. EIM is a division within Bank of America.

EIM also protects the information in the bank's care and maintains our ability to serve even under difficult conditions.

To meet these responsibilities, EIM has enterprise accountability for architecture, policy standards, access, delivery, analytics, and security.

EIM is made up of these teams:

- **Cyber Security and Identity Management** - Leads the bank's relationships with public and private partners in cyber security and identity management reporting.
- **Global Information Security** - Protects the bank's information assets by managing external and internal risks. To meet that responsibility, the team provides security policy, processes and controls, security assessments and consulting and threat management and remediation.
- **Information Operations Analytics and Management** - Manages operational processes including the bank's data warehouse (The W) production and delivery, access operations and governance, eDiscovery and cyber forensics.

Fraud personnel

Bank associates are responsible and held accountable for protecting our customers by understanding fraud policies. The InfoSafe Hotline is a 24x7 corporate wide support line used for the reporting of any incidents that can be categorized as an inappropriate use, or potential compromise of bank assets to the EIM team. InfoSafe is utilized across our network and is part of the infrastructure for supporting security policies and procedures.

Fraud detection

The fraud detection system is supported by a comprehensive record retention that includes an electronic activity log for each action that is performed against a claimant's account.

Fraud and security reports

Our team retains records for the length of time required by the EDD after the expiration of the contract or to meet all legal requirements, whichever is longer. Logs are retained online for three years, after which time logs will be transferred to off-line storage for the remaining time. The online storage length of time allows the EDD to access historical information quickly if necessary.

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Reporting and briefings

Our EIM policy provides for reporting of security incidents and fraudulent activities by the various program types within Bank of America and spans across all products and platforms. Bank of America provides a quarterly briefing and report to the EDD on trends, patterns, and overall fraud related topics in the California EBP service. This briefing includes information on new threats, new security-related laws, regulations, standards, and history of security and fraud related issues since the previous briefing. The briefing details how the issues were handled and the disposition.

We also provide monthly and annual reports on security breaches of confidential information as well as security incidents of compromised system issues.

Note: Reports are only generated if there are incidents reported during the reporting time period. If there are no incidents during the reporting time period, notifies the EDD during status update meetings that no incidents were reported.

Severity levels indicate the amount of interaction needed by EIM teams. There are some incidents that only require notification of the action, such as test/debug, and some that require further research in which a potential for claimant confidential data may be breached. Items in the escalated category means that further investigation is needed to determine what actions need to be taken and what resolution is necessary. In the event confidential data is breached, we will work with the EDD information security officer to determine the severity as well as the next steps for resolution.

Incident detection and reporting

A primary function of the EIM InfoSafe team is to investigate and respond to incidents reported. Any incidents that are reported to the InfoSafe team are thoroughly investigated and responded to base on the severity of the incident. The InfoSafe team will engage the Incident Response Team as the incident is being investigated.

As part of standard operating procedures and in accordance with EIM standards, security incidents are reported and recorded as critical, important, or recommended. These incidents may include fraud, theft, loss of data, physical destruction and unauthorized access to an information technology system. Security incidents will be reported in accordance with the severity classification. The bank will notify all parties affected by a security breach in accordance with our EIM information security plan.

The bank has a dedicated Incident Response Team that manages information security incidents escalated as critical. This includes coordination of response activities and communication to our business partners and EIM management. The Incident Response Team evaluates what information was compromised and engages multiple areas to process, evaluate, and respond accordingly. For instance, if a social security number was lost, then Identity Theft Monitoring would be performed. If a credit card number was lost, Visa would be notified and the card would be terminated.

Incident detection management includes, but is not limited to, response and investigation of all security related incidents that adversely affect the EDD claimants in an effort to minimize damages from security malfunctions. If there are conditions where the applicability of the standards is not clear, it is the responsibility of that individual to seek additional guidance from the EIM group.

Security incident reporting procedures

Procedures have been developed for all associates to report security incidents. The following are requirements for incident notification:

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- All associates will report all incident notifications to the InfoSafe hotline
- All employees are required to report incidents or suspected incidents as they become aware of the incident or suspected incident
- Report all security incidents immediately under the following conditions:
  - When there is financial exposure or a loss
  - Incidents which are precipitated by the improper or negligent actions of a service provider employee, contract/temporary worker, or vendor services representative

The initial notification must provide the following information, at a minimum:

- A general description of what occurred – if appropriate
- Characterization of perpetrator(s) thought to be involved (i.e., insider, outsider) – if appropriate
- Corrective actions that have been taken, or that are planned
- Remediation recommendations

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M. Marketing / Customer Communication

The EDD's marketing strategy includes distributing information to its customers (claimants, employers, and medical service providers) six to eight weeks before transition of the EBP services. As part of the transition approach, the Bidder must develop informational and marketing materials for existing and new claimants on the EBP services. The intent is to market the benefits of electronic payments to its claimants as well as instructing them on how to access their benefit funds and avoid potential fees/surcharges.

All claimant informational material must be user friendly, and describe the services provided, including all possible claimant fees and how to avoid those fees. All Contractor-prepared marketing, communication, and instructional materials developed by the Contractor shall be reviewed and approved by the EDD prior to release to the claimants.

Claimants who do not enroll in direct deposit will receive debit cards by mail as part of a Welcome Packet. The Welcome Packet will include information regarding how to establish a direct deposit transfer. Upon availability of direct deposit, the Welcome Packet will be revised to replace direct deposit transfer information with direct deposit information. The Welcome Packet will include instructions on how to initiate a direct deposit transfer (until direct deposit is available), an EBP instructional pamphlet, and a wallet-sized quick reference guide card. The Welcome Packet will be provided in the language identified in the demographic record provided by the EDD payment system, at a minimum in English and Spanish. The wallet-sized card will list all fees associated with the debit card and have tips for how to avoid fees. The wallet-sized card may be folded so that it can be carried with the debit card.

The Contractor will be expected to review and comment on other EBP marketing materials prepared by the EDD.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
414	As required by EDD, the Contractor shall submit a marketing and communications plan that includes but is not limited to: • Distribution to New and Existing Claimants, Employers, Medical Service Providers • Timeline begins no later than approximately 6 to 8 weeks prior to implementation • EBP Service Literature • Marketing Materials/Tools • How to Access Funds • Fees and How to Avoid Fees • Welcome Packet • Review of the EDD's Prepared Materials	Y	
415	The Contractor shall develop information and marketing materials including, but not limited to, FAQ sheets, EBP service literature, and marketing tools.	Y	
416	The Contractor shall design and develop the Welcome Packet in coordination with the EDD, to include the debit card carrier, debit card for claimants who do not choose direct deposit, instructional materials for use of the card, how to set up direct deposit, and direct deposit transfer, how to avoid fees, fee schedule,	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	wallet-sized quick reference guide, and mailing envelope.		
417	The Contractor shall provide marketing and instructional materials in English and Spanish at a minimum.	Y	
418	The Contractor shall ensure, to the extent possible, marketing and instructional materials conform to the EDD Graphic Standards Manual.	Y	
419	The Contractor shall provide marketing and instructional materials written at a reading level no higher than the fifth grade.	Y	
420	The wallet-sized quick reference guide shall be, at minimum, printed on card stock according to EDD specifications for durability.	Y	
421	The Contractor shall package the marketing/instructional materials for new claimants in the form of a "Welcome Packet."	Y	
422	The Contractor shall ensure that marketing/instructional materials for claimants regarding the EBP service identify the EDD as the project sponsor.	Y	
423	The Contractor shall identify the EDD on the Welcome Packet envelope.	Y	
424	The Contractor shall notify the EDD of changes in policy that affect claimants or their accounts at least five (5) business days before the change in policy goes into effect.	Y	
425	The Contractor shall allow the EDD five (5) business days to review and approve changes to policy that affect claimants or their accounts.	Y	
426	The Contractor shall be prohibited from sending non-EBP promotional materials to the EDD's claimants without prior written approval from the EDD.	Y	
427	The Contractor shall be prohibited from using or disclosing information provided by the EDD or claimants for any purpose not expressly authorized by the EDD.	Y	
428	All designs and graphics created by the Contractor for the EBP services shall become the property of the EDD.	Y	
429	The Contractor shall use at a minimum a four-color printing process to produce the EBP card.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
430	The Contractor shall provide each new Cardholder (initial debit card) a welcome packet that includes, at a minimum: • EBP Debit Card carrier • EBP Debit Card • Instructions for activating EBP Debit Card • Instructions for PIN selection • Instructions on how to use the EBP Debit Card • Wallet-Sized Card listing all fees and tips on how to avoid them • Identification of and definition of all associated fees for using the EBP Debit Card • Identification of and definitions of services that will create costs or fees • Tips on how to avoid fees • Fee Schedule • The claimants' rights and responsibilities. • Frequently asked questions (include types of issues anticipated and explain how they will be resolved) • Where to call in case of questions • How cardholder complaints are handled and the timeframes associated with the process • How suspected benefit fraud can be reported • How to protect against fraud • How to update account information • Where in-network ATMs are located • Replacement card information/instructions • Direct deposit and direct deposit transfer enrollment information • Information on paperless monthly statements • Information on security of card and PIN • Procedure for reporting lost, stolen or damaged cards • All customer service toll free numbers	Y	
431	The Contractor shall provide the Welcome Packet in English or Spanish as indicated in the data file.	Y	
432	The Contractor shall be prohibited from advertising to claimants on the EBP Debit Card, on the IVR, through the CSC, through the Website, or any marketing materials.	Y	
433	The Contractor shall support mailings to claimants in California, the United States and its territories, and other countries.	Y	

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The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.	
434	Bidders should submit a claimant marketing and communications proposal including timelines.

By remaining with Bank of America, the EDD will not have to fully implement a new marketing and communications plan. During the initial implementation period, the bank worked in close collaboration with the EDD and Visa to develop and deploy a comprehensive marketing and communications program that targeted existing claimants, new claimants, employers, EDD staff and other agencies. The plan featured strategic timing of communications and development of materials using a variety of media types. Bank of America is prepared to engage with CA EDD in a comprehensive communications strategy as your direct deposit solution is rolled out.

The two primary methods of disseminating marketing and customer communications materials to claimants were through hard copies and via website. Marketing to employees and other stakeholders was handled primarily through electronic methods.

Strategy and tactics

Communications tactics and strategies were customized to each target market as detailed in the table on the following page:

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Communications Strategies and Tactics by Stakeholder Group

Stakeholder	Goal	Strategy	Tactics
Existing Claimants	Smooth conversion	Clear communications and easy access to information on process and benefits Encouragement to immediately access and use card Education on card usage, fees, and how to avoid fees Contact information.	Claimant marketing and communications materials include: card, card carrier, reference tool, usage brochure and disclosures, sent to all claimants via U.S. mail. Program information available on the EDD website. Posters and brochures available in the EDD offices and One Stop locations as appropriate.
New Claimants	Full utilization	Provide easy access to information about new payment process and card benefits. Encourage immediate activation and usage of the card. Provide education about card usage, fees, and how to avoid fees. Provide customer service contact information.	Claimant marketing and communications materials include: card, card carrier, reference tool, usage brochure and disclosures, sent to all new claimants via U.S. mail. Program information available on the EDD Website. Posters and brochures available in the EDD offices and One Stop locations as appropriate.
Employers	Clear information	Provide easy access to information about new payment process and card benefits. Educate employers about the program process.	Develop employer education content for the EDD Website.
The EDD Offices	Clear information	Provide easy access to information about new payment process and card benefits. Train the EDD office personnel about the program process.	Deliver program FAQs and train-the-trainer PowerPoint presentation to the EDD office personnel electronically. Posters and brochures available in the EDD offices and One Stop office as appropriate.
The EDD Staff in branches other than DIB or UIB and Other Agencies	Provide clear information to the EDD staff and other agencies about the EBP Project.	Provide easy access to information about new payment process and card benefits. Train personnel about the program process.	Deliver program FAQs and train-the-trainer PowerPoint presentation to agency personnel electronically. Posters and brochures available to agency locations as appropriate.

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Phased rollout and timeline

The overall timeline and key milestones for developing the claimant marketing and customer communications materials were developed based on weekly meetings between the EDD and Bank of America. The timeline was segregated into three key project phases:

- Pre-Card Issuance
- Card Issuance
- Ongoing Education and Support

Pre-Card Issuance Phase

The focus during the Pre-Card Issuance phase is notification. During this phase of the claimant marketing and communications materials development, we designed and implemented a communications plan to notify and educate claimants, agency employees, and outside stakeholders about the new payment process and card benefits.

The design, development, and implementation components of the Pre-Card Issuance phase are described below.

- **Design period** –During the design period, we worked collaboratively with the EDD to finalize the EBP Project requirements and specifics of the marketing and customer communications approach.
- **Development period** –During the development period, the bank developed and submitted for approval the EBP claimant marketing and customer communications materials.
- **Implementation period** –During the implementation period, the bank prepared the final approved materials for distribution and determined the claimant marketing and communications materials rollout plan. The EDD and the bank worked collaboratively to design the most effective rollout strategy to minimize questions and concerns from the EBP Project participants and provide the most benefit to the customers.

Card Issuance Phase

The focus during the Card Issuance phase was adoption. During this phase, we encouraged immediate activation and usage of the card, provided usage and fee avoidance education, and offered direct deposit transfers. The content and information contained in the collateral pieces developed during this phase explained the EBP Project, the use of the EBP card, schedule of fees and other helpful information as determined in concert with the EDD.

Ongoing Education and Support Phase

The focus during the Ongoing Education and Support phase is satisfaction. During this phase, the bank continues to provide ongoing education on usage, getting cash without fees, and building financial literacy in an effort to support the claimants and the program benefit continually. We will make any modifications necessary to comply with the upcoming CFPB rules, including any adjustments required to fee disclosures.

Methods of marketing distribution

We used two primary methods to disseminate marketing and customer communications materials to claimants: hard copies and the website. Marketing distribution for employers and other stakeholders was primarily via electronic methods. This section addresses the various methods of distributing marketing materials.

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U.S. Postal Service distribution

Our Marketing and Communications team utilized the U.S. Postal Service first class mail to distribute the following marketing and communications materials:

- Welcome packet
- Sending the initial or replacement card
- Special notices or policy change updates

Our Marketing and Communications team supported mailings to claimants in California, the United States and its territories, and other countries as required. The mailings did not contain marketing materials for services under Bank of America unless otherwise approved as required under the contract (for example, the card carrier agreement).

Website communications

Our Marketing and Communications team posted marketing and communications materials to the website as a cost-effective way to disseminate program information. Claimants had the option to read the materials online or download a PDF version.

Communications through EDD offices

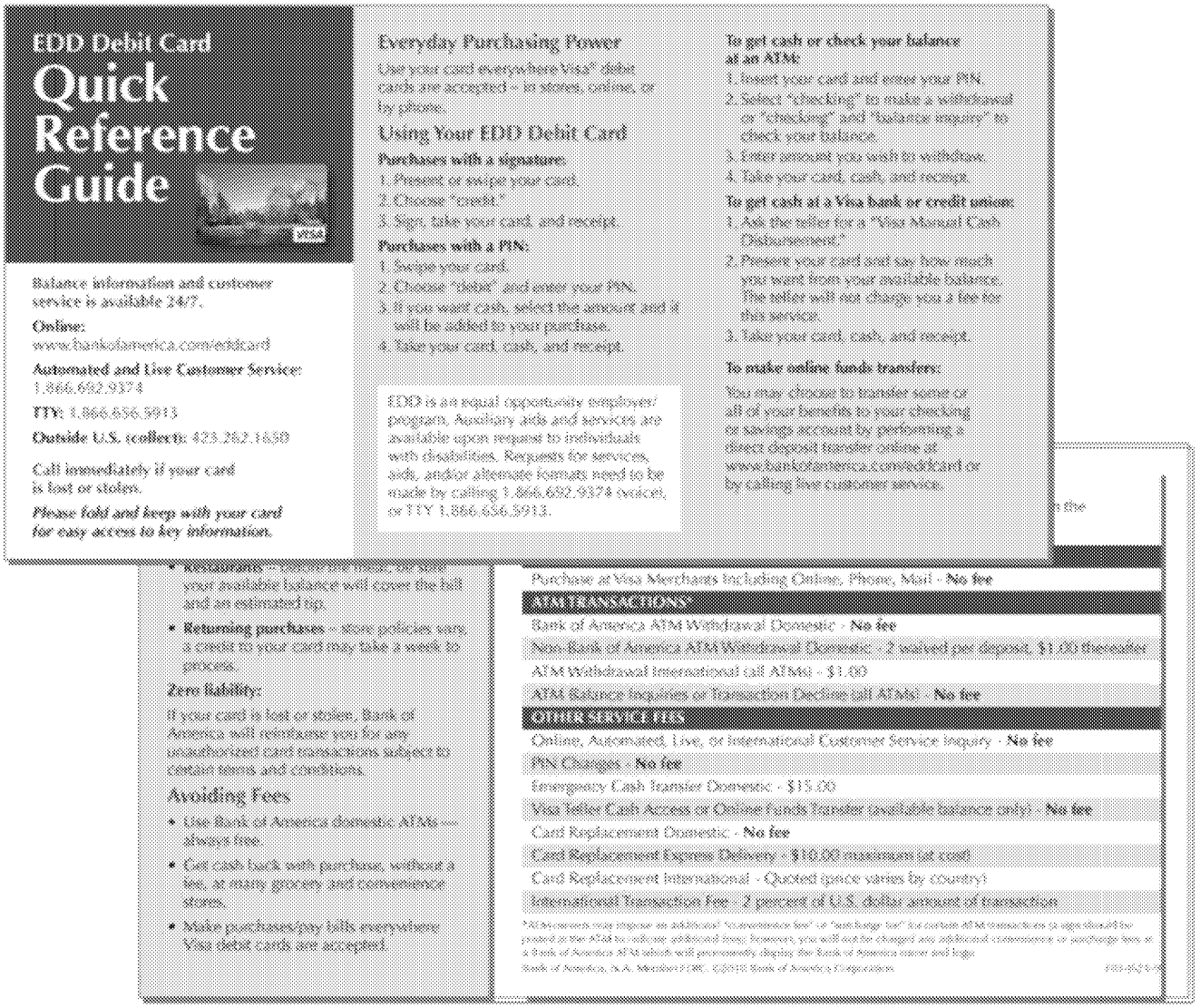
Dissemination of program information to the EDD offices provided an opportunity to reach claimants and provide information about the program. Our Marketing and Communications team provided the EDD with printed and electronic versions of the approved marketing and communications materials (posters and brochures) that were placed in the local offices throughout California.

435	**Bidders should submit samples of marketing materials, instructional materials, and debit card design(s), which may have been prepared for previous clients.**

For your reference, we have included samples of the marketing materials, instructional materials and the debit card design we have already created for the EDD. As your needs and preferences evolve, we will continue to develop new materials that fully meet your needs as well as the needs of claimants.

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Quick Reference Guide (English)



EDD Debit Card

Quick Reference Guide

Balance information and customer service is available 24/7.

Online:
www.bankofamerica.com/eddcard

Automated and Live Customer Service:
1.866.692.9374

TTY: 1.866.656.5913

Outside U.S. (collect): 423.262.1650

Call immediately if your card is lost or stolen.

Please fold and keep with your card for easy access to key information.

Everyday Purchasing Power

Use your card everywhere Visa® debit cards are accepted – in stores, online, or by phone.

Using Your EDD Debit Card

Purchases with a signature:
1. Present or swipe your card.
2. Choose "credit."
3. Sign, take your card, and receipt.

Purchases with a PIN:
1. Swipe your card.
2. Choose "debit" and enter your PIN.
3. If you want cash, select the amount and it will be added to your purchase.
4. Take your card, cash, and receipt.

EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made by calling 1.866.692.9374 (voice), or TTY 1.866.656.5913.

To get cash or check your balance at an ATM:
1. Insert your card and enter your PIN.
2. Select "checking" to make a withdrawal or "checking" and "balance inquiry" to check your balance.
3. Enter amount you wish to withdraw.
4. Take your card, cash, and receipt.

To get cash at a Visa bank or credit union:
1. Ask the teller for a "Visa Manual Cash Disbursement."
2. Present your card and say how much you want from your available balance. The teller will not charge you a fee for this service.
3. Take your card, cash, and receipt.

To make online funds transfers:
You may choose to transfer some or all of your benefits to your checking or savings account by performing a direct deposit transfer online at www.bankofamerica.com/eddcard or by calling live customer service.

- **Restaurants** – Choose the most, or least, your available balance will cover the bill and an estimated tip.
- **Returning purchases** – store policies vary, a credit to your card may take a week to process.

Zero liability:
If your card is lost or stolen, Bank of America will reimburse you for any unauthorized card transactions subject to certain terms and conditions.

Avoiding Fees

- Use Bank of America domestic ATMs — always free.
- Get cash back with purchase, without a fee, at many grocery and convenience stores.
- Make purchases/pay bills everywhere Visa debit cards are accepted.

Purchase at Visa Merchants Including Online, Phone, Mail - **No fee**

ATM FEES/TRANSACTIONS

Bank of America ATM Withdrawal Domestic - **No fee**

Non-Bank of America ATM Withdrawal Domestic - 2 waived per deposit, $1.00 thereafter

ATM Withdrawal International (all ATMs) - $1.00

ATM Balance Inquiries or Transaction Decline (all ATMs) - **No fee**

OTHER SERVICE FEES

Online, Automated, Live, or International Customer Service Inquiry - **No fee**

PIN Changes - **No fee**

Emergency Cash Transfer Domestic - $15.00

Visa Teller Cash Access or Online Funds Transfer (available balance only) - **No fee**

Card Replacement Domestic - **No fee**

Card Replacement Express Delivery - $10.00 maximum (at cost)

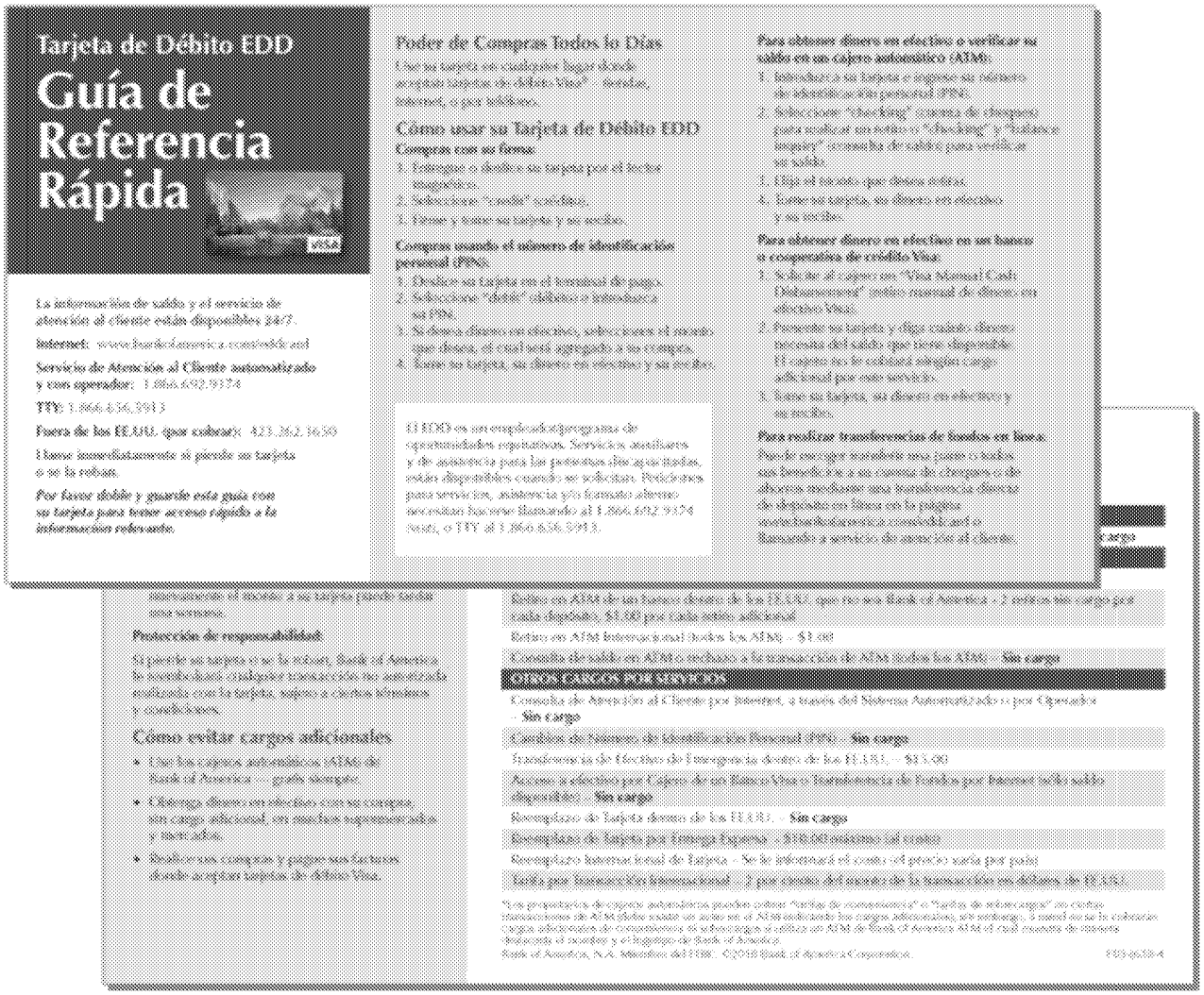
Card Replacement International - Quoted (price varies by country)

International Transaction Fee - 2 percent of U.S. dollar amount of transaction

*ATM owners may impose an additional "convenience fee" or "surcharge fee" for certain ATM transactions (a sign should be posted at the ATM for ordinary withdrawal fees). However, you will not be charged any additional convenience or surcharge fees at a Bank of America ATM which will prominently display the Bank of America name and logo.

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Quick Reference Guide (Spanish)



Tarjeta de Débito EDD

Guía de Referencia Rápida

La información de saldo y el servicio de atención al cliente están disponibles 24/7.

Internet: www.bankofamerica.com/edd

Servicio de Atención al Cliente automatizado y con operador: 1.866.692.9174

TTY: 1.866.636.5913

Fuera de los EE.UU. que cobran: 423.262.3650

Llame inmediatamente si pierde su tarjeta o se la roban.

Por favor doble y guarde esta guía con su tarjeta para tener acceso rápido a la información indicada.

Poder de Compras Todos los Días

Use su tarjeta en cualquier lugar donde acepten tarjetas de débito Visa® – tienda, internet, o para teléfono.

Cómo usar su Tarjeta de Débito EDD

Compras con su firma:

1. Entregue o deslice su tarjeta por el lector magnético.
2. Seleccione "crédito" cuando se le pida.
3. Firme y retire su tarjeta y su recibo.

Compras usando el número de identificación personal (PIN):

1. Deslice su tarjeta en el terminal de pagos.
2. Seleccione "débito" cuando se le pida o ingrese su PIN.
3. Si desea dinero en efectivo, indique cuánto es el monto que desea, el cual será agregado a su compra.
4. Retire su tarjeta, su dinero en efectivo y su recibo.

El EDD es un empleador/programa de oportunidades equitativas. Servicios auxiliares y de asistencia para las personas discapacitadas están disponibles cuando se soliciten. Proficiencia para servicios, asistencia y/o formatos alternos necesitan hacerse llamando al 1.866.692.9174 (voz), o TTY al 1.866.636.5913.

Para obtener dinero en efectivo o verificar su saldo en un cajero automático (ATM):

1. Introduzca su tarjeta e ingrese su número de identificación personal (PIN).
2. Seleccione "checking" (cuenta de cheques) para realizar un retiro o "checking" y "balance inquiry" (consulta de saldo) para verificar su saldo.
3. Elija el monto que desea retirar.
4. Retire su tarjeta, su dinero en efectivo y su recibo.

Para obtener dinero en efectivo en un banco o cooperativa de crédito Visa:

1. Solicite al cajero un "Visa Money Cash Disbursement" (retiro manual de dinero en efectivo Visa).
2. Presente su tarjeta y diga cuánto dinero necesita del saldo que tiene disponible. El cajero no le cobrará ningún cargo adicional por este servicio.
3. Retire su tarjeta, su dinero en efectivo y su recibo.

Para realizar transferencias de fondos en línea:

Puede navegar gratuitamente para pagar o recibir fondos en la mayoría de comercios o de diversas maneras realizar una transferencia directa de depósito en línea en la página www.bankofamerica.com/edd o llamando a servicio de atención al cliente.

Protección de responsabilidad:

Si pierde su tarjeta o se la roban, Bank of America le reembolsará cualquier transacción no autorizada realizada con la tarjeta, sujeto a ciertos términos y condiciones.

Cómo evitar cargos adicionales

- Use los cajeros automáticos (ATM) de Bank of America — gratis siempre.
- Obtenga dinero en efectivo con su compra, sin cargo adicional, en muchos supermercados y tiendas.
- Realice sus compras y pague sus facturas donde acepten tarjetas de débito Visa.

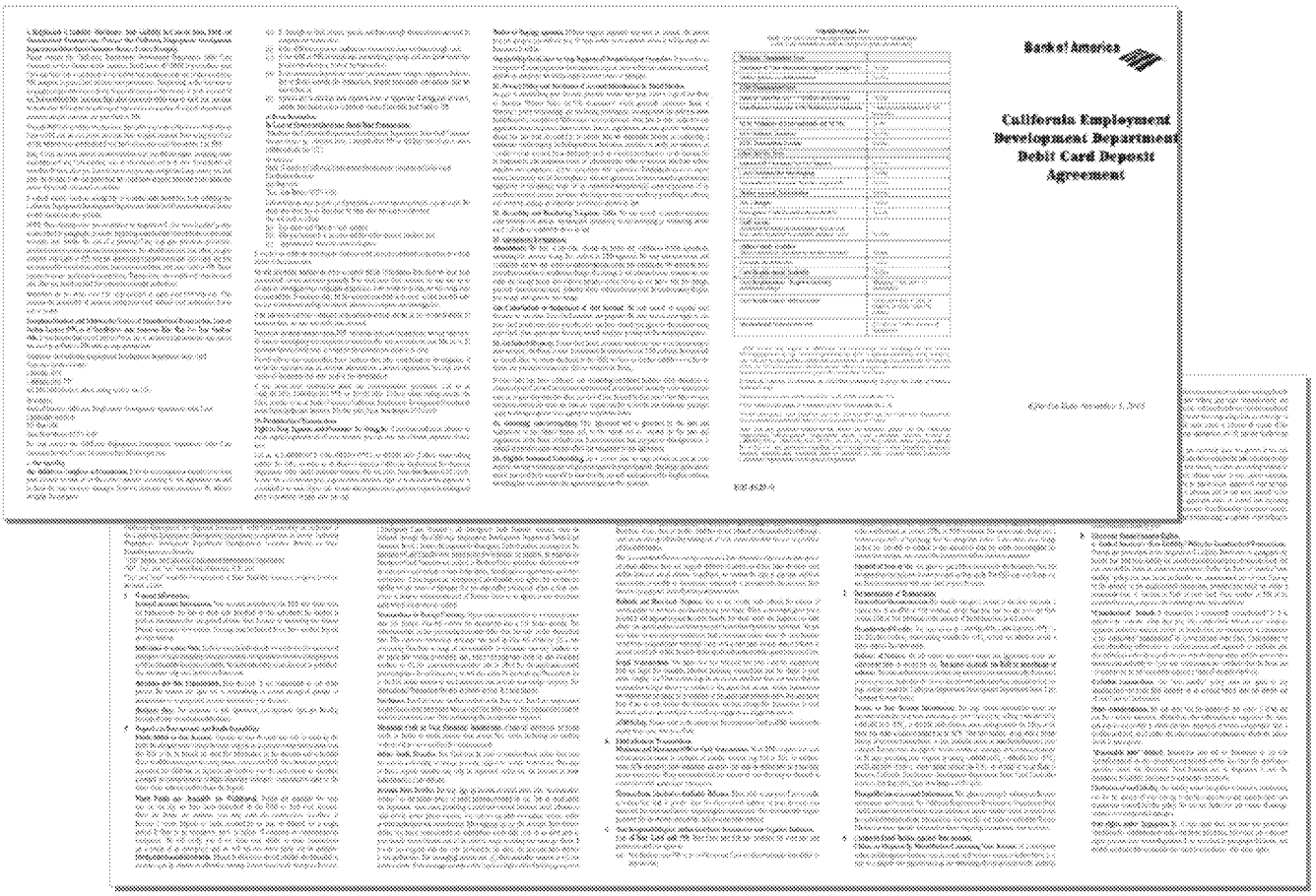
Retiro en ATM de un banco dentro de los EE.UU. que no sea Bank of America + 2 posibles cargos por cada depósito	$2.00 por cada retiro adicional
Retiro en ATM internacional (todos los ATM)	$3.00
Consulta de saldo en ATM o mediante la transacción de ATM (todos los ATM)	**Sin cargo**
OTROS CARGOS POR EL CLIENTE	
Consulta de Atención al Cliente por Internet, a través del Sistema Automatizado o por Operador	**Sin cargo**
Cambios de Número de Identificación Personal (PIN)	**Sin cargo**
Transferencia de fondos de Emergencia dentro de los EE.UU.	$15.00
Acceso a efectivo por Cajero de un Banco Visa o Instalación de Fondos por Internet (si hay saldo disponible)	**Sin cargo**
Reemplazo de Tarjeta dentro de los EE.UU.	**Sin cargo**
Reemplazo de Tarjeta por Entrega Expresa	$18.00 máximo (el costo)
Reemplazo Internacional de Tarjeta	Se le informará el costo del precio varía por país)
Tarifa por Transacción Internacional	3 por ciento del monto de la transacción en dólares de EE.UU.

"Los propietarios de cuentas autorizadas pueden cobrar "cargos de conveniencia" o "cargos de sobrecargo" en ciertas transacciones de ATM (ATM) cuando se usan en el ATM indicando los cargos adicionales, por ejemplo, a menudo en la cabecera cargos adicionales de conveniencia se cobrarán a clientes en ATM de Bank of America ATM el cual muestra de manera separada el monto y el logotipo de Bank of America

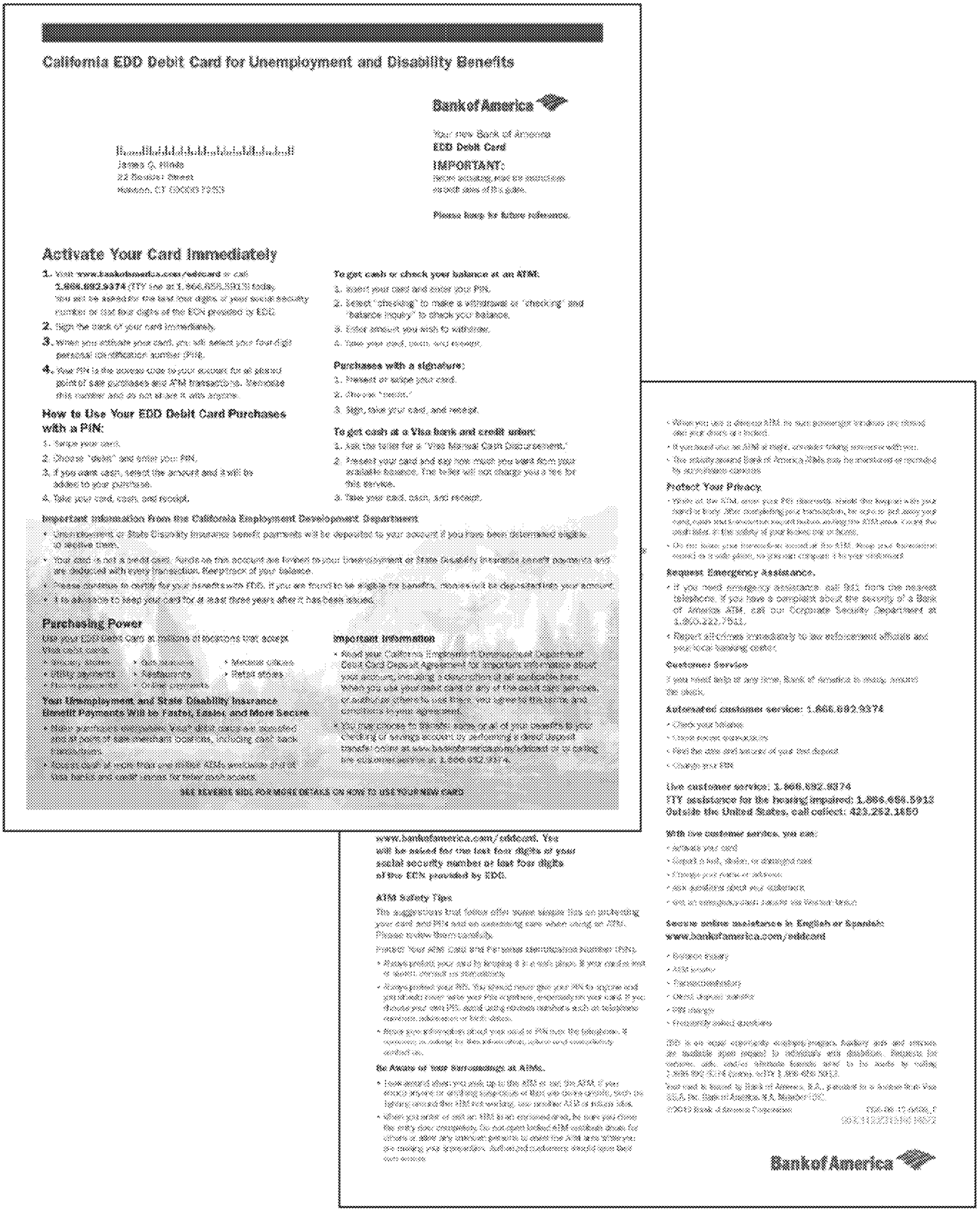
Bank of America, N.A. Miembro del FDIC. ©2010 Bank of America Corporation. 103-6384

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002772

Card agreement (English)



Card Carrier (English)



California EDD Debit Card for Unemployment and Disability Benefits

Bank of America

Your new Bank of America
EDD Debit Card

IMPORTANT:
Review enclosing materials
carefully.

Please keep for future reference.

James Q. Rinds
22 Beaver Street
Hanson, CT 06033-7953

Activate Your Card Immediately

1. Visit www.bankofamerica.com/eddcard or call 1.866.882.9374 (TTY use or 1.866.855.5913) today. You will be asked for the last four digits of your social security number or last four digits of the ITIN provided by EDD.
2. Sign the back of your card immediately.
3. When you activate your card, you will select your four-digit personal identification number (PIN).
4. Your PIN is the access code to your account for all present point of sale purchases and ATM transactions. Memorize this number and do not share it with anyone.

How to Use Your EDD Debit Card Purchases with a PIN:

1. Swipe your card.
2. Choose "debit" and enter your PIN.
3. If you want cash, select the amount and it will be added to your purchase.
4. Take your card, cash, and receipt.

To get cash or check your balance at an ATM:

1. Insert your card and enter your PIN.
2. Select "checking" to make a withdrawal or "checking" and "balance inquiry" to check your balance.
3. Enter amount you wish to withdraw.
4. Take your card, cash, and receipt.

Purchases with a signature:

1. Present or swipe your card.
2. Choose "credit."
3. Sign, take your card, and receipt.

To get cash at a Visa bank and credit union:

1. Ask the teller for a "Visa Manual Cash Disbursement."
2. Present your card and say how much you want from your available balance. The teller will not charge you a fee for this service.
3. Take your card, cash, and receipt.

Important Information from the California Employment Development Department

- Unemployment or State Disability Insurance benefit payments will be deposited to your account if you have been determined eligible to receive them.
- Your card is not a credit card. Funds on this account are limited to your Unemployment or State Disability Insurance benefit payments and are deducted with every transaction. Keep track of your balance.
- Please continue to certify for your benefits with EDD. If you are found to be eligible for benefits, monies will be deposited into your account.
- It is advisable to keep your card for at least three years after it has been issued.

Purchasing Power

Use your EDD Debit Card at millions of locations that accept Visa debit cards.

- Grocery stores
- Gas stations
- Merchant kiosks
- Utility payments
- Restaurants
- Retail stores
- Pay-by-phone bills
- Online purchases

Your Unemployment and State Disability Insurance Benefit Payments Will be Faster, Easier, and More Secure

- Make purchases anywhere your debit card is accepted and at point of sale merchant locations, including cash back transactions.
- Use at over 1 million Visa ATMs worldwide and at Visa banks and credit unions for teller cash access.

SEE REVERSE SIDE FOR MORE DETAILS ON HOW TO USE YOUR DEBIT CARD

Important Information

- Read your California Employment Development Department Debit Card Deposit Agreement for important information about your account, including a description of all applicable fees. When you use your debit card or any of the debit card services, or authorize others to use them, you agree to the terms and conditions in your agreement.
- You may choose to transfer some or all of your benefits to your checking or savings account by performing a direct deposit transfer online at www.bankofamerica.com/edcard or by calling the automated service at 1.866.882.9374.

www.bankofamerica.com/eddcard. You will be asked for the last four digits of your social security number or last four digits of the ITIN provided by EDD.

ATM Safety Tips

The suggestions that follow offer some simple tips on protecting your card and PIN and on conducting safe transactions. Please review them carefully.

Protect Your ATM Card and Personal Identification Number (PIN)

- Always protect your card by keeping it in a safe place. If your card is lost or stolen, contact us immediately.
- Always protect your PIN. You should never give your PIN to anyone and you should never write your PIN or phrase, especially on your card. If you choose your own PIN, avoid using obvious numbers such as telephone numbers, addresses or birth dates.
- Never give information about your card or PIN over the telephone. If someone is asking for this information, refuse and immediately contact us.

Be Aware of Your Surroundings at ATMs.

- Look around when you walk up to the ATM or use the ATM. If you observe anyone or anything suspicious or that you are uncomfortable with, such as lighting around the ATM not working, use another ATM or return later.
- When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely. Do not open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area with you. Be aware of your surroundings. Authorized customers should open their own doors.

- When you use a drive-up ATM, be sure passenger windows are closed and your doors are locked.
- If you need your car ATM at night, consider taking someone with you.
- The security guard at Bank of America ATMs may be monitored or recorded by surveillance cameras.

Protect Your Privacy

- When at the ATM, enter your PIN discreetly. Shield the keypad with your hand or body. After completing your transaction, be sure to put away your card, cash and transaction receipt before exiting the ATM area. Count the cash later, in the safety of your locked car or home.
- Do not leave your transaction receipt at the ATM. Keep your transaction record in a safe place, so you can compare it to your statement.

Request Emergency Assistance.

- If you need emergency assistance, call 911 from the nearest telephone. If you have a complaint about the security of a Bank of America ATM, call our Corporate Security Department at 1.800.222.7811.
- Report all crimes immediately to law enforcement officials and your local banking center.

Customer Service

If you need help at any time, Bank of America is ready around the clock.

Automated customer service: 1.866.882.9374

- Check your balance
- Review recent transactions
- Find the date and amount of your last deposit
- Change your PIN

Live customer service: 1.866.882.9374
TTY assistance for the hearing impaired: 1.866.855.5913
Outside the United States, call collect: 423.253.1850

With live customer service, you can:

- Activate your card
- Report a lost, stolen, or damaged card
- Change your name or address
- Ask questions about your statement
- Get an emergency cash advance via Western Union

Secure online assistance in English or Spanish:
www.bankofamerica.com/eddcard

- Balance inquiry
- ATM locator
- Transaction history
- Direct deposit activation
- Fee charges
- Frequently asked questions

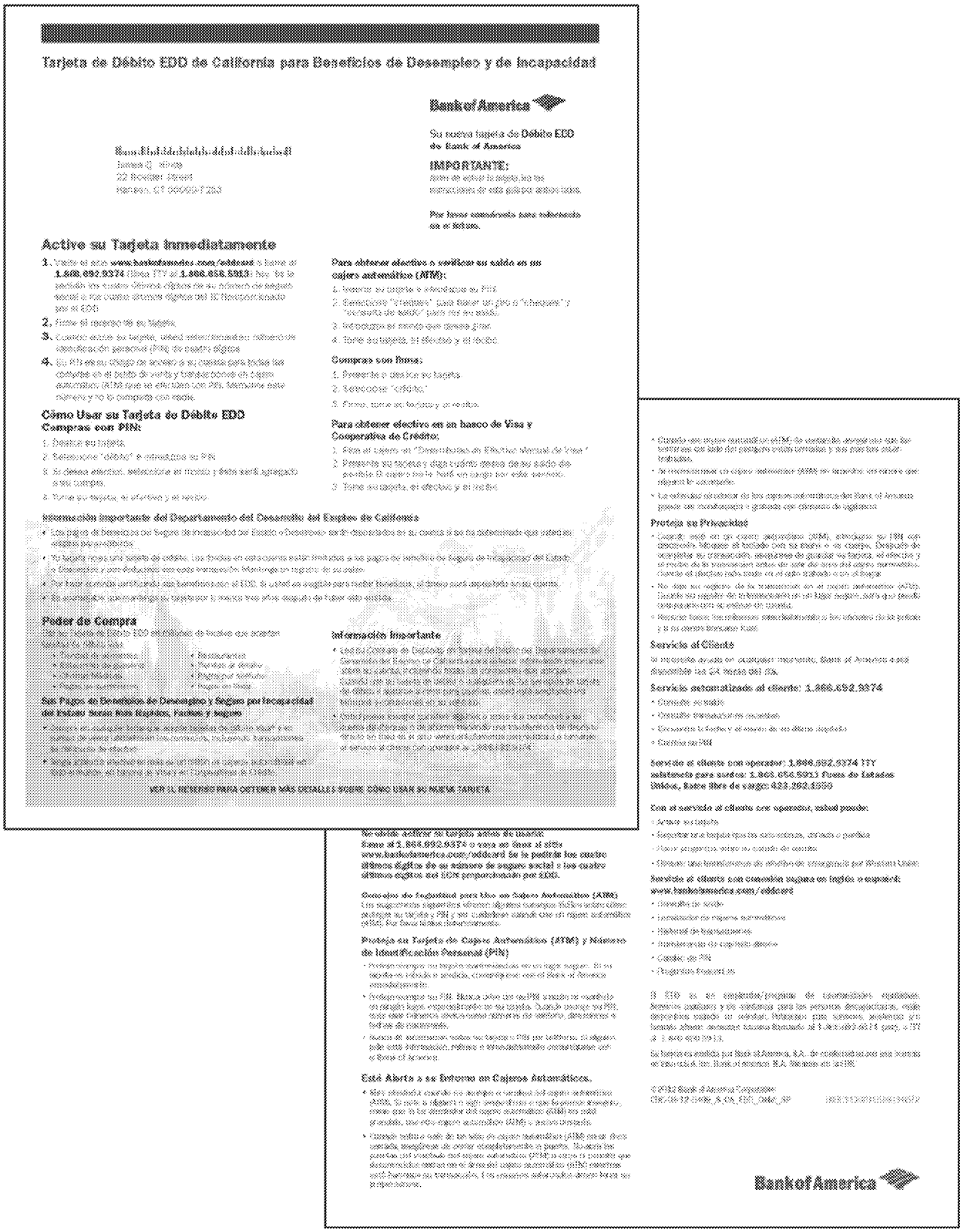
EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for materials, help, and/or alternate formats need to be made by calling 1.866.882.9374 (voice), TTY 1.866.855.5913.

Card card is issued by Bank of America, N.A., pursuant to a license from Visa U.S.A. Inc. Bank of America, N.A. Member FDIC.

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Bank of America

Card Carrier (Spanish)



Tarjeta de Débito EDD de California para Beneficios de Desempleo y de Incapacidad

Bank of America

Su nueva tarjeta de Débito EDD de Bank of America

IMPORTANTE:

Active su tarjeta inmediatamente

Active su Tarjeta Inmediatamente

Cómo Usar su Tarjeta de Débito EDD

Compras con PIN:

Información importante del Departamento del Desarrollo del Empleo de California

Poder de Compra

Información Importante

MIRE EL REVERSO PARA OBTENER MÁS DETALLES SOBRE CÓMO USAR SU NUEVA TARJETA

Proteja su Privacidad

Servicio al Cliente

Servicio automatizado al cliente: 1.866.692.9374

Servicio al cliente con operador: 1.866.692.9374 TTY

Servicio al cliente con conexión segura en inglés o español:
www.bankofamerica.com/eddcard

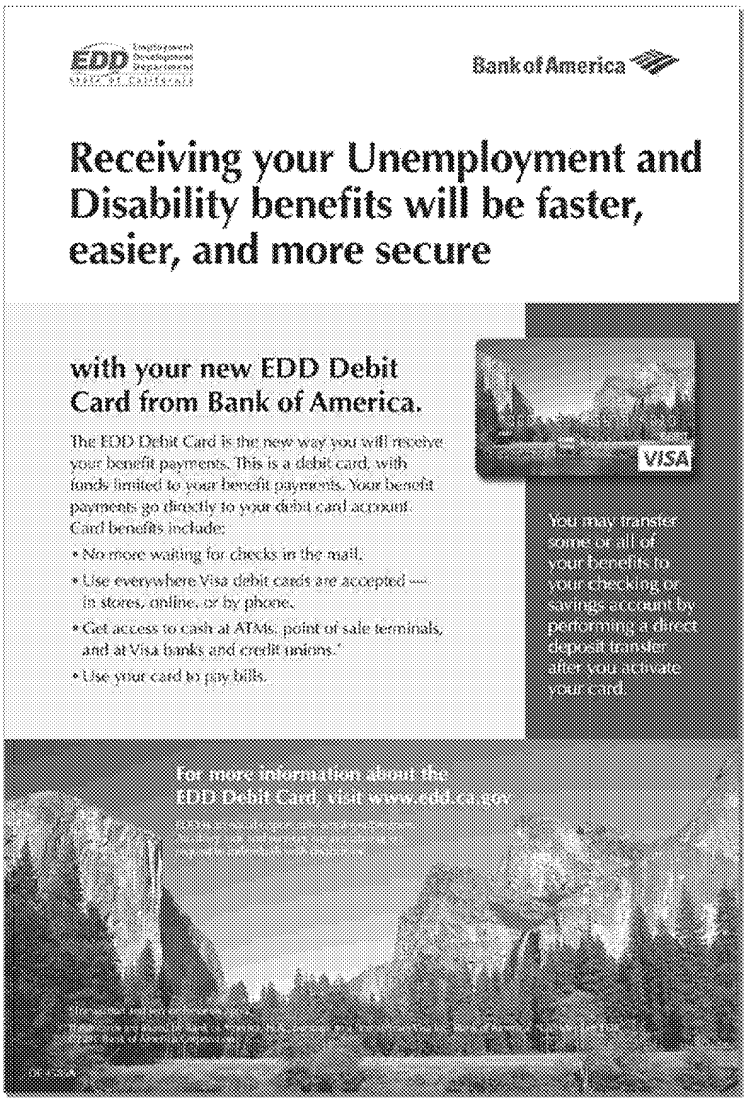
Consejos de Seguridad para Uso en Cajero Automático (ATM)

Proteja su Tarjeta de Cajero Automático (ATM) y Número de Identificación Personal (PIN)

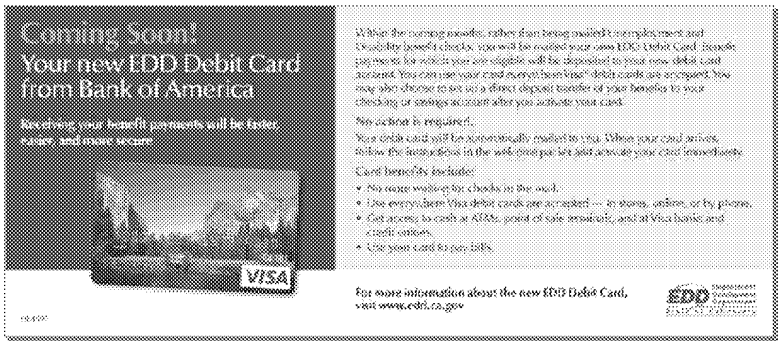
Esté Alerta a su Entorno en Cajeros Automáticos.

Bank of America

Poster

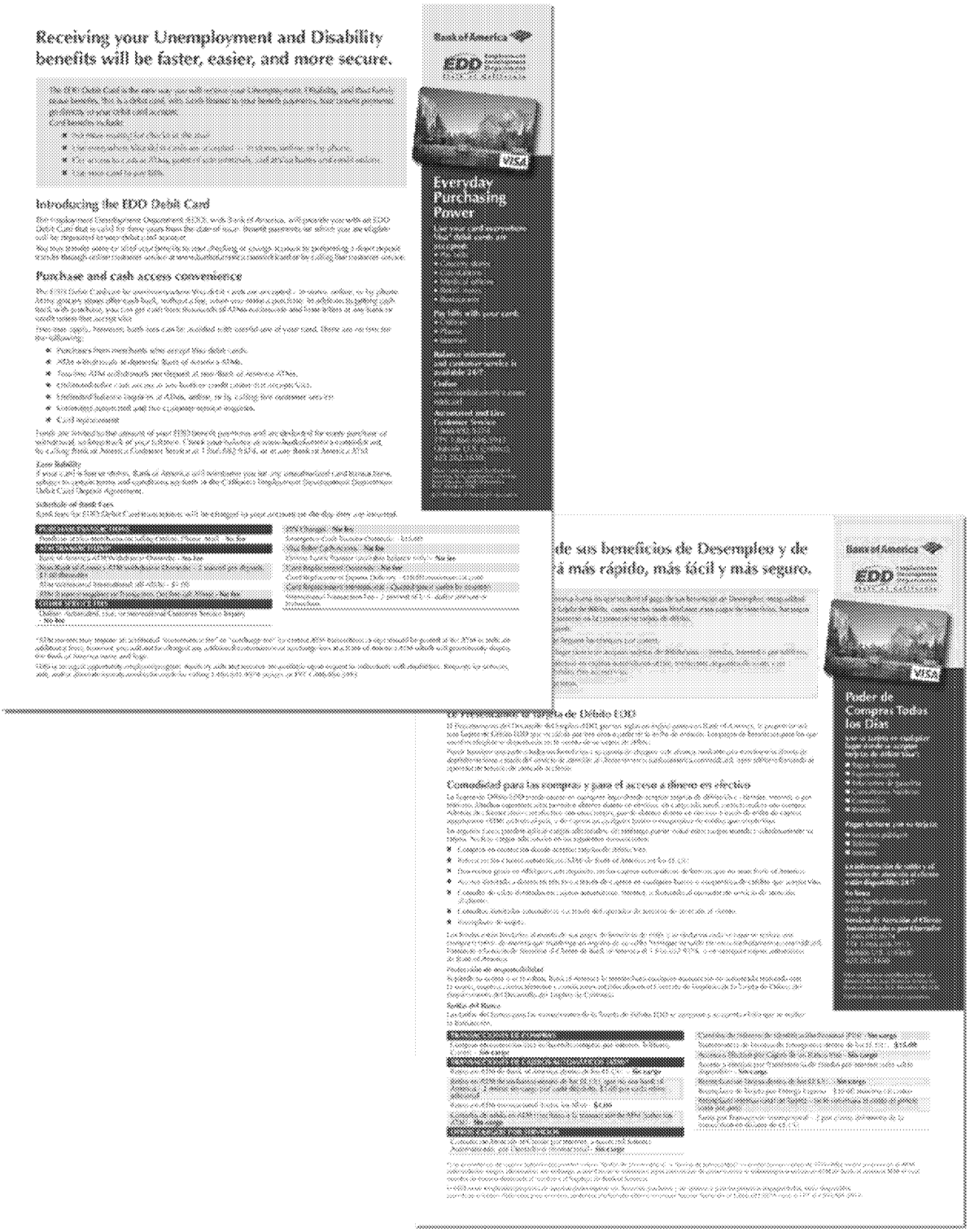


Check Insert



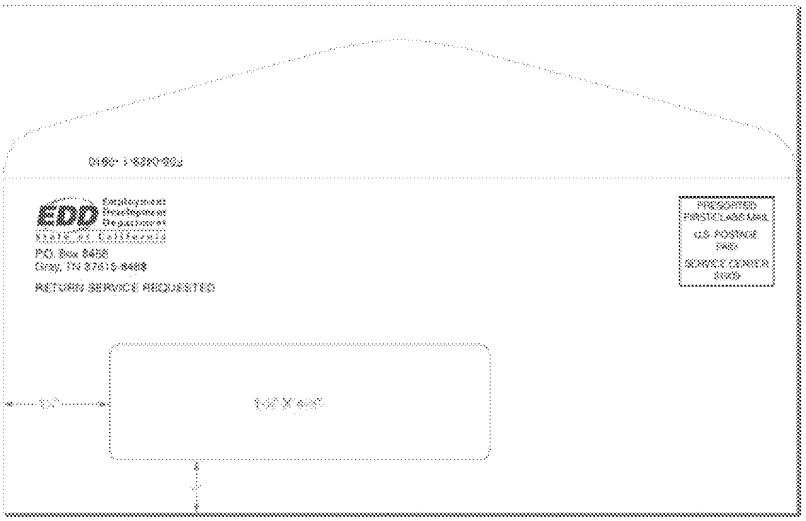
CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002776

Web page (English and Spanish versions)



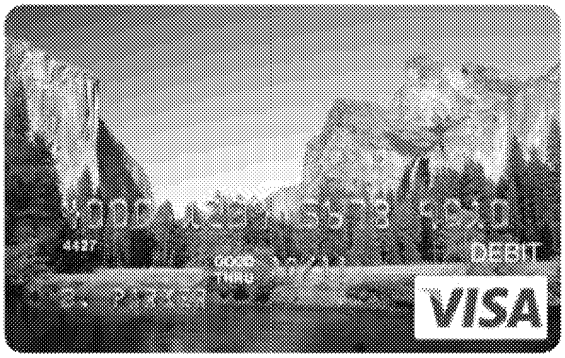
436	**Bidders should describe how the EDD will be identified on the Welcome Packet envelope. For example, the EDD logo may be used.**

The Welcome Packet envelope currently includes the EDD logo, as shown below:



437	**Bidders should provide a sample design for the CA EBP Debit Card.**

Below, we include the current design of the CA EBP debit card:



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438	**Bidders should provide a list of additional materials available to include in the Welcome Packet. Items may include the Bidder's ability to provide Welcome Packet and marketing materials in languages other than English or Spanish.**

The marketing/instructional materials for new claimants were provided in the form of a welcome packet. The welcome packet was available in both English and Spanish. The contents of the welcome packet included:

- Envelope
- EDD Debit Card
- EDD Debit Card carrier and information
- Cardholder Agreement
- Wallet-sized card with fee information

The various components of the welcome packet address all the required elements as defined in the RFP. A more detailed description of the Welcome Packet components is included in the table below:

EBP Debit Card Welcome Packet Components

Required Elements from the EBP RFP	Wallet-sized Facts and Fee Reference Tool	Debit Card	Card Carrier and Information Sheet	Cardholder Agreement
The EDD Debit Card carrier			✓	
The EDD Debit Card		✓		
Instructions for activating the EDD Debit Card		✓	✓	✓
Instructions for PIN selection			✓	✓
Instructions on how to use the EDD Debit Card	✓		✓	✓
Information listing all fees and how to avoid them	✓			✓
Identification of and definition of all associated fees for using the EDD Debit Card	✓			✓
Identification of and definitions of services that will create costs or fees	✓			✓
Tips on how to avoid fees	✓			
Fee schedule	✓			✓
Claimants' rights and responsibilities			✓	✓
Frequently Asked Questions (include types of issues anticipated and explain how the issues will be resolved)	✓		✓	

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Required Elements from the EBP RFP	Wallet-sized Facts and Fee Reference Tool	Debit Card	Card Carrier and Information Sheet	Cardholder Agreement
Where to call in case of questions	✓	✓	✓	✓
How cardholder complaints are handled and the timeframes associated with the process			✓	
How suspected benefit fraud can be reported		✓	✓	✓
How to protect against fraud			✓	✓
How to update account information			✓	✓
Where in-network ATMs are located at Bankofamerica.com			✓	
Replacement card information/instructions	✓		✓	
Direct Deposit Transfer enrollment information	✓		✓	✓
Information on paperless monthly statements			✓	✓
Information on security of card and PIN				✓
Procedure for reporting lost, stolen, or damaged cards	✓	✓	✓	✓
All customer service toll-free numbers	✓	✓	✓	✓

Envelope

The welcome packet material was provided in an envelope clearly marked with the EDD logo in accordance with the RFP requirements.

The EDD Debit Card

The image on the card used for the EDD Debit Card is the most visible representation of the program for cardholders. Our Marketing and Communications team took great care in designing an appropriate and visually pleasing card design. The back side of the card includes all the critical customer service contact numbers and the website address for accessing program information. To ensure the most vibrant colors, we used a four-color printing process for the cards.

Our Marketing and Communications team worked with the EDD to determine the most appropriate language for the sticker on the card. The sticker includes instructions for hearing-impaired claimants regarding the TTY number to call to activate the card.

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Card carrier

The card carrier is used to secure the electronic payment card during the initial card mailing to the claimants. In addition to holding the card, it provides the claimant with essential program information regarding the card, such as card activation instructions, explanation of fees, customer service telephone numbers, and information where the card may be used. The card carrier was provided in both English and Spanish. The card carrier for the EDD Debit Card program was also posted to the website. Cardholders are able to view the information online or download a PDF version of the documents.

Cardholder Agreement

The EBP Debit Card program Cardholder Agreement is the banking agreement between the bank and the cardholder. This agreement is mailed to all existing and new claimants as part of the welcome packet. Similar to other components of the welcome packet, the electronic pay card Cardholder Agreement was also posted to the website. Cardholders may view the information online or download a PDF version of the document.

Wallet-sized reference tool with fee information

The wallet-sized reference tool with fee information is provided to existing and new claimants along with the welcome packet. This document gives claimants an easy reference tool for a listing of the usage fees associated with the card. In addition, the document includes the customer service telephone number for the bank and website URL.

Special notices/letters to claimants

Notices related to the program considered “special notices” may include introductory content related to the EBP Project, changes to our banking policy and regulations, or other relevant information over the life of the contract. Our Marketing and Communications team continues to work with the EDD to determine the materials needed over the life of the contract, as well as to define the content and approvals.

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N. Project Management

Given the size of EDD's UI and SDI programs, applying project management best practices will be a critical success component in the EBP Project implementation. This section presents contractual requirements related to project management practices, documentation and plans. The contractual requirements present the mandatory and minimum project management needs for the EDD's EBP Project.

The Contractor will deliver a detailed project schedule within 15 State business days of contract execution. The schedule will address all planning, implementation and ongoing activities including technical requirement definition, system design and development, interface design and development, testing, and ongoing maintenance and operations activities. The EDD will work with the Contractor to define the format used to develop the Contractor's project schedule. The EDD requires the Contractor to conduct regularly scheduled meetings (weekly, monthly and as required) and conference calls with the EDD and other State project staff, and will require regular updates to activities related to ongoing operations.

The Contractor shall develop and maintain an Ongoing Operations Forms Packet that includes operational forms, processes and procedures related to the EBP service for use by the EDD and other State project staff during the ongoing maintenance and operations phase. The Contractor will maintain and update these products for the life of the Contract. For requirements that reference "the DED" under N, Project Management, please refer to Attachment V.1.E, Description of Deliverables.

REQ. #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
439	The Contractor shall develop a Project Management Plan in accordance with the DED within 15 calendar days of contract execution.	Y	
440	The Contractor shall develop a Project Schedule in accordance with the DED within 15 calendar days of contract execution.	Y	
441	The Contractor shall develop and submit a Staffing Management Plan in accordance with the DED within 15 business days of contract execution.	Y	
442	The Contractor shall report progress on Project Schedule tasks on a weekly basis.	Y	
443	The Contractor shall develop a Quality Assurance Plan in accordance with the DED.	Y	
444	The Contractor shall develop a Risk and Issue Management Plan in accordance with the DED.	Y	
445	The Contractor shall develop an Implementation Management Plan in accordance with the DED.	Y	
446	The Contractor shall develop a Communication Plan in accordance with the DED.	Y	
447	The Contractor shall develop a Maintenance and Operations Plan in accordance with the DED.	Y	
448	The Contractor Project Manager shall report organizationally to the EDD IT Project Manager.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
449	The Contractor's Project Manager shall attend status meetings (weekly, monthly and as required) with the EDD's EBP Project stakeholders in the Sacramento, California area.	Y	
450	As required by the EDD, additional Contractor staff shall attend weekly status meetings at EDD in the EBP Project Office in the Sacramento, California area.	Y	
451	The Contractor shall prepare and deliver weekly Status Reports in accordance with the DED.	Y	
452	The Contractor shall prepare and deliver Monthly Progress Report in accordance with the DED.	Y	
453	As requested by the EDD, appropriate Contractor staff shall participate in stakeholder group meetings in the Sacramento, California area.	Y	
454	The Contractor shall provide project management documentation upon request of the EDD or federal agency.	Y	
455	The Contractor shall prepare an Ongoing Operations Forms Packet in accordance with the DED.	Y	
456	The Contractor shall use project management, word processing, presentation, spreadsheet, and database management products that are compatible with Microsoft Office and Microsoft Project versions consistent with the EDD's current software.	Y	
457	The Contractor shall establish and maintain an integrated EBP project schedule.	Y	
458	The Contractor shall establish and maintain a schedule management process for the Contractor's portion of the project.	Y	
459	The Contractor shall coordinate and facilitate Project Schedule reviews and update meetings with the EBP Project Team.	Y	
460	The Contractor shall develop the EBP project Work Breakdown Structure (WBS) in collaboration with the EBP Project Team.	Y	
461	The Contractor shall provide a weekly forecast of the remaining work in the project schedule.	Y	
462	The Contractor shall provide weekly schedule updates of time and resource variances, risks, and issues.	Y	
463	The Contractor shall, at a minimum, document and provide to EDD project management lessons learned upon completion of each project phase.	Y	

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O. Project Staffing

This section presents requirements for project staffing which reflect the mandatory and minimum staffing needs for the EBP Project. Each position has minimum experience requirements. Contractor staff will be required to complete and sign Form 700, Statement of Economic Interest, when commencing work on the EBP Project.

During the term of the Contract, the EDD reserves the right to approve or disapprove the Contractor's staff, including but not limited to any subcontractor's staff assigned to the project. Additionally, the EDD reserves the right to review and approve or disapprove any proposed changes of staff or staffing levels.

1. Project Manager

   The Contractor's Project Manager is the primary point of contact between the Contractor and the EDD. He/she monitors, controls and coordinates all Contractor resources and activities, and ensures that appropriate resources are available during the term of the contract.

   The Project Manager leads the Contractor's implementation and day-to-day activities, including overall performance and contract compliance. He/she is responsible for the quality and timely completion of tasks and deliverables, monitoring and control of the project schedule, resolution of issues and mitigation of risks.

   The Project Manager works closely with the EDD Project Director and State staff, and will periodically (weekly, monthly or as required) present the status of project activities through written reports, oral briefings and participation in meetings.

2. Technical Project Manager

   The Contractor's Technical Project Manager facilitates the system design process and ensures that the Bidder provides appropriate technical resources during the design, development and implementation of the EBP service. He/she provides leadership and coordinates resources in support of technical requirement definition, service design, interface development, testing, and ongoing maintenance and operations.

   The Technical Project Manager will participate in the system requirements definition and design, interface design and development, testing and resolution of ongoing operation issues. He/she will develop and design all system design reports, technical deliverables and work authorizations.

   The Technical Project Manager works closely with the EDD Project Team (including the Project Manager and Technical Manager) and State staff, and will periodically (weekly, monthly or as required) present the status of technical project activities through written reports, oral briefings and participation in meetings.

3. Project Scheduler

   The Contractor's Project Scheduler creates and maintains the schedule for planning and implementation activities. The schedule must include all tasks and activities required to be performed by the Contractor or the Contractor's subcontractors, the EDD and any other individuals or organizations whose activities affect the project. The schedule will also show task dependencies and allow critical path analysis, and will be sufficiently detailed to support advance scheduling and allocation of resources for all involved parties.

   The Project Scheduler also develops and maintains any other schedules needed to successfully manage the project, including work authorization schedules, as required.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002784

The Project Scheduler works closely with the EBP Project Team.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
464	The Contractor's Project Manager shall be allocated full-time to the EBP Project through system acceptance and transition and as needed by the EDD throughout the term of the contract.	Y	
465	The Project Manager shall be available and accessible to the EDD's EBP Project staff twenty-four (24) hours a day, seven (7) days a week, as required by the EDD.	Y	
466	The Project Manager shall be on-site in the Sacramento, California area within one (1) hour of the EDD's request.	Y	
467	The Contractor shall provide a single point of contact specifically assigned to the EDD's EBP service through the term of the contract.	Y	
468	The Contractor shall provide a representative to attend meetings (for example legislative hearings).	Y	
469	The Contractor's Project Scheduler should have a minimum of five (5) years of experience using Microsoft Project 2010 or a later version.	Y	
470	The Contractor's Project Scheduler shall work directly with the EBP Project Team.	Y	
471	The Project Scheduler shall meet with the EBP Project Team to review the schedule variance reports and identify possible causes of variances.	Y	
472	The following Contractor positions, at a minimum, shall be identified as key staff: • Project Manager • Technical Project Manager • Project Scheduler	Y	
473	The Contractor's Project Manager shall respond to and address Independent Verification and Validation (IV&V) oversight project review findings.	Y	
474	The Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of the EDD, without prior written approval of the EDD.	Y	

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P. Reports

State and Federal laws govern the activities of the EDD in managing UI/SDI benefit payments. The EDD relies on a large number of Management Information System (MIS) reporting requirements in its daily operations. The Contractor will be required to meet the demands for reporting. For Requirements that reference "the DED" under P, Reports, please refer to Attachment V.1.E, Description of Deliverables

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
475	The Contractor shall describe its suite of reports for EBP services to the EDD at least two weeks prior to scheduled JAD sessions.	Y	
476	The Contractor shall provide and maintain a web browser-based reports application for the EDD users to view and print reports, and download data.	Y	
477	The Contractor shall provide detailed definitions of data used in reports.	Y	
478	The Contractor shall provide to EDD ongoing monthly and annual reports on security breaches of confidential information and security incidents of compromised system issues whether or not a security breach or incident has occurred.	Y	
479	The Contractor shall make available reports identified by the EDD during end of contract transition using the reports application.	Y	
480	The Contractor shall report time slices at least hourly, for a 24 hour period beginning at 12 am for all IVR, CSC, and Website reports.	Y	
481	The Contractor shall have a process for archiving and restoring the EDD's EBP reports.	Y	
482	The Contractor shall archive reports no sooner than one (1) year with data retrieval within three hours.	Y	
483	As required by EDD, the Contractor shall report on the number of hits per web page.	Y	
484	As required by EDD, the Contractor shall report on the number of call attempts to the IVR.	Y	
485	As required by EDD, the Contractor shall report on the number of calls completed in the IVR by number of users, inquiry type (options) and language type.	Y	
486	As required by EDD, the Contractor shall report on the number of blocked/incomplete calls to the IVR.	Y	
487	As required by EDD, the Contractor shall report on the number of calls abandoned in the IVR by inquiry type (options), language type, and the IVR scripting location.	Y	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002786

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
488	As required by EDD, the Contractor shall report on the average number of minutes per completed call.	Y	
489	As required by EDD, the Contractor shall report on the total number of minutes per calls completed.	Y	
490	As required by EDD, the Contractor shall report on the number of unique Automatic Number Identifications (ANIs) and the frequency they are accessing the toll free number.	Y	
491	As required by EDD, the Contractor shall report on the number of inquiries to the IVR by inquiry type (options) and language type.	Y	
492	As required by EDD, the Contractor shall report on the number of calls to CSRs by inquiry type (options), language type, and IVR scripting location.	Y	
493	As required by EDD, the Contractor shall report on the number of calls placed in queue to speak with a CSR by inquiry type (options) and language type.	Y	
494	As required by EDD, the Contractor shall report on the average wait time (Average Speed of Answer) and total wait time to speak with a CSR by inquiry type (options) and language type.	Y	
495	As required by EDD, the Contractor shall report on the average and total wait time in queue before abandoning while waiting to speak to a CSR by inquiry type (options) and language type.	Y	
496	As required by EDD, the Contractor shall report on the number of live calls accepted by CSRs and by language type.	Y	
497	As required by EDD, the Contractor shall report on the average and total talk time for calls answered by a CSR, by language type.	Y	
498	As required by EDD, the Contractor shall report on the number of calls answered by the CSR without being placed in a queue by inquiry type (options) and by language type.	Y	
499	As required by EDD, the Contractor shall report on the number of calls deflected (no available CSRs or queues are full) by total, inquiry type (options) and by language type.	Y	
500	As required by EDD, the Contractor shall report on the number of calls abandoned while in queue by inquiry type (options) and language type.	Y	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002787

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
501	The Contractor shall report monthly on the total number of daily available CSRs.	Y	
502	The Contractor shall provide daily aggregated data on debit card transactions including: • Date • Transaction (ATM, POS Signature, POS PIN, Teller, Electronic Payment, etc.) Percent by type • Transaction (ATM, POS Signature, POS PIN, Teller, Electronic Payment, etc.) Amount by type	Y	
503	The Contractor shall provide Daily, Weekly and Monthly Deposit Data including: • Date • Total Amount Deposited • Total Amount Remaining • Total Amount Spent • Total Amount Transferred to Direct Deposit • Accounts • Total Amount Deposited by Fund Type	Y	
504	The Contractor will monitor Customer Service calls to ensure quality service and address Customer complaints.	Y	
505	The Contractor shall keep logs of Customer Service calls and will categorize and report all calls in daily, weekly and monthly reports.	Y	
506	The Contractor shall report daily aggregated data on debit card transactions including: • Date • The number of transactions processed • The number of debit cards activated • The number of new account protests • The number of resolved account protests	Y	
507	The Contractor shall report daily aggregated data on: • The number of lost debit cards • The number of debit cards reported as stolen • The number of accounts closed due to fraud • The number of reissued debit cards	Y	
508	The Contractor shall provide a monthly report that would include, at a minimum, the following: • The estimated variable cost of the Contractor per monthly claimant count. • The estimated monthly fixed costs related to managing the EBP Service. • The internal rate of return percent utilized by the • Contractor in financial evaluations.	Y	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002788

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	❋ The processing fees and other usage fees earned by the Contractor or its subcontractor(s) and others under this Contract. ❋ The average amount of time from debit card issuance to activation. ❋ The average ATM withdrawal amount. ❋ The average POS revenue.		
509	The Contractor shall provide daily and monthly reports that substantiate the Contractor's ability to meet required Service Level Agreements.	Y	
510	The Contractor shall provide daily reports on: ❋ Date ❋ Number of direct deposits and direct deposit transfers processed ❋ Total amount deposited in Direct Deposit Accounts ❋ Number of debit card deposits by type (UI or SDI) ❋ Amount of debit card deposits by type (UI or SDI) ❋ Number of alternative disbursement payments processed for those who are not qualified for debit card or direct deposit services by fund type (UI or SDI).	Y	
511	The Contractor shall report on monthly successful payment data, including: ❋ EDD Fund Type Identifier (i.e., UI or SDI) ❋ Paid Date ❋ Item Count ❋ Amount Paid By Date ❋ Total Amount Paid ❋ Total Item Count	Y	
512	The Contractor shall report in monthly exception payment data, including: ❋ EDD Fund Type Identifier (i.e., UI or SDI) ❋ Transmit Date ❋ Item Count ❋ Amount Not Paid By Date ❋ Total Amount Not Paid ❋ Total Item Count	Y	
513	The Contractor shall report daily on the number of claimants and active debit cards.	Y	
514	The Contractor shall report daily on the number of debit cards not delivered and the corresponding claimant data.	Y	
515	The Contractor shall report daily on the claimant demographic failed enrollments.	Y	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002789

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
516	The Contractor shall report daily on the payment rejects.	Y	
517	The Contractor shall provide reports that will validate the Contractor's performance under the liquidated damages section of the SOW Attachment V.1.	Y	
518	On a daily basis the Contractor shall report on the total amount held in trust (Contractor's Trust Account) pending debit card activation.	Y	

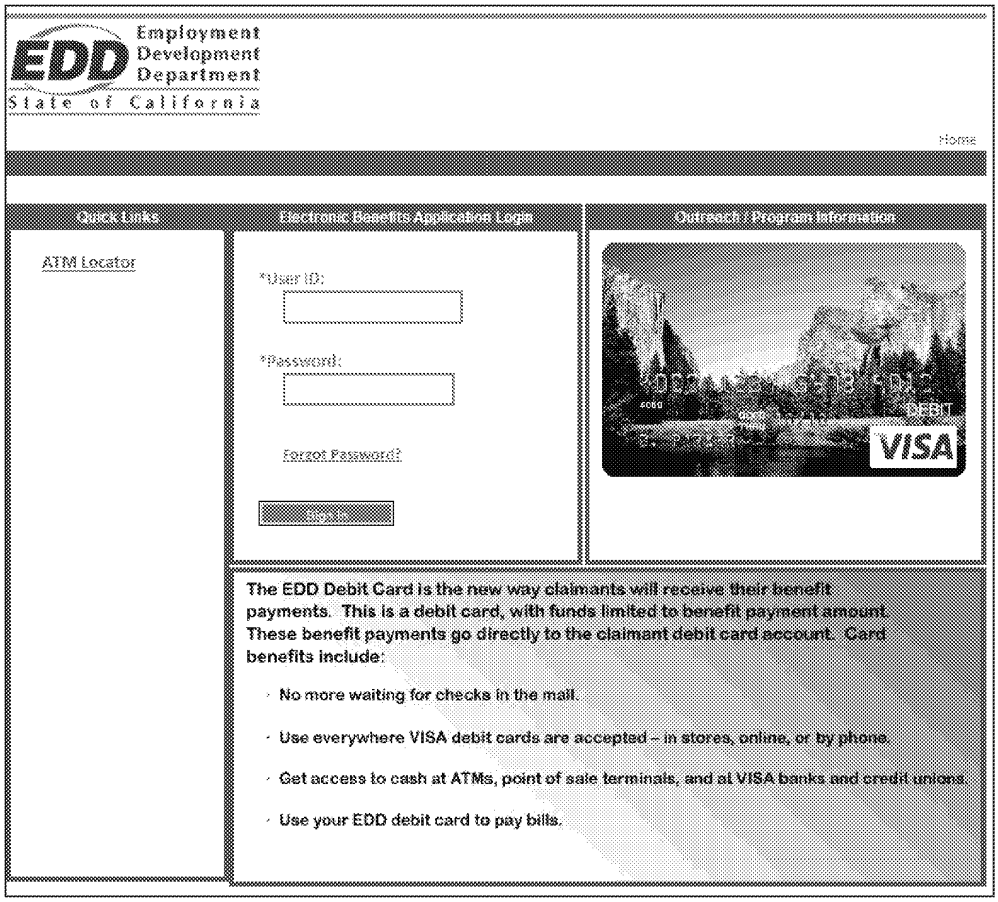
The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.	
519	**Bidders should describe all reports that will validate the Bidder's performance under the liquidated damages section of the SOW Attachment V.1.**

Bank of America fully understands that program reporting plays a key role in the successful management of all projects—whether a complex financial management system or a major card project such as the EBP program. As an experienced and tenured service provider to a wide-range of government clients, we know that reports are a critical tool used by our clients to ensure program expectations are met and service levels are achieved. Our management team also uses reporting to measure the team's success, enhance or improve specific program components, and identify areas for potential future improvement.

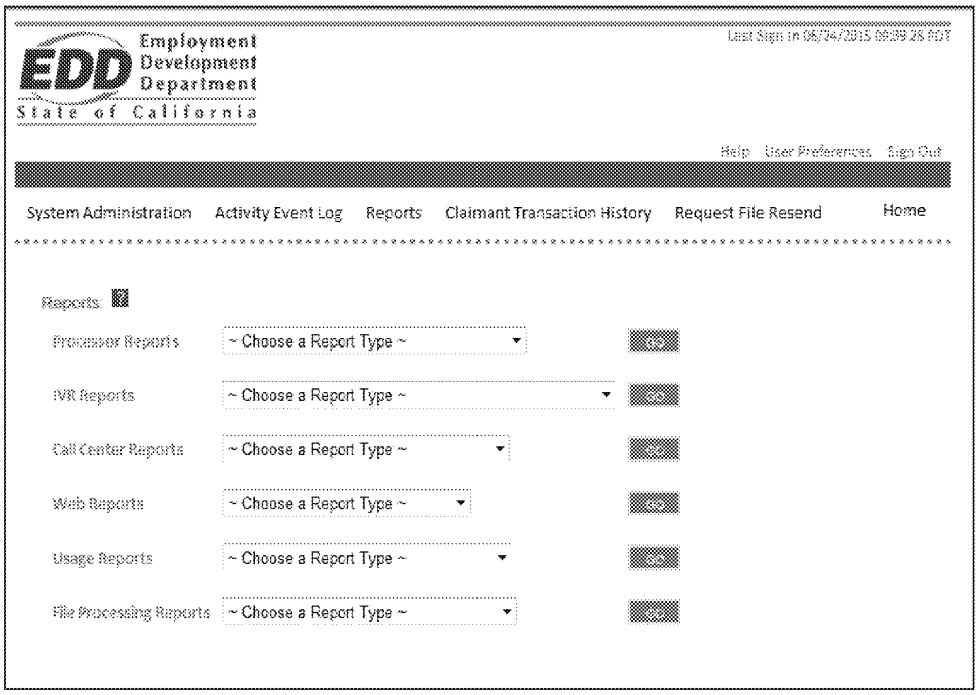
Reporting is not limited to specific areas of operations or requirements, but must be complete and comprehensive in order to best support the EBP program. Bank of America provides the EDD with robust online reporting and download capability. Images of the EDD Administrative Application Login screen and the screen the EDD uses to access the reporting suite are provided below. Both standard and ad hoc reporting capabilities are available through the EDD reporting tool.

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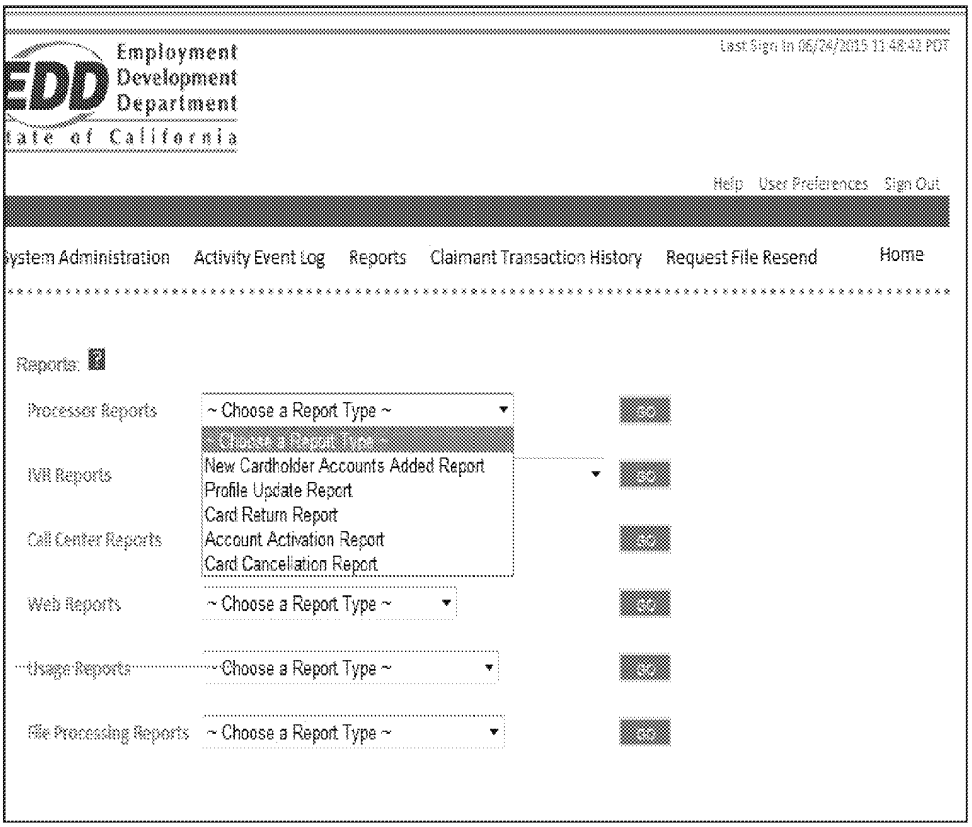
EDD Administrative Application Login Screen



EDD Administrative Application Reports Screen



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A complete list of reports currently available to the EDD is provided below. We will continue to work with the EDD to carefully inspect the reporting the bank delivers to ensure that you are provided with the information you require to effectively evaluate our performance. We are ready to discuss, at any time, how our comprehensive reporting might be improved to better meet your needs.

California EDD Reports

Report Category/ Name	Brief Description	Frequency
	Processor Reports	
New Cardholder Accounts Added	Provides a list of new cardholders added from Demo file	Daily
Card Return Report	Provides a list of returned cards	Daily
Account Activation Report	Provides a list of the cardholders account that were activated	Daily
Card Cancellation Report	Provides a list of the cardholder accounts that were cancelled	Daily
	IVR Reports	
Consumer Voice Call Function Detail	Displays whether the caller completed, hung up, requested to transfer to CSR, or had problems that caused VRU to automatically transfer them to CSR, all within each function	Daily/Weekly/Monthly

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California EDD Reports		
Consumer Voice System Statistics	VRU usage statistics for a selected card program	Daily/Weekly/Monthly
Consumer Voice Call Profile	VRU call statistics in half hour increments	Daily
	Call Center Reports	
Call Center Interval	Displays statistics on call volumes and durations for the call center cardholder questions	Daily/Weekly/Monthly
Call Center Staffing	Displays agents on duty at the cardholder call centers	Daily/Weekly/Monthly
	Web Reports	
Web Statistics	Provides consumer website usage statistics	Daily
	Usage Reports	
Program Activity Summary	Summary of the activity of the card program including types and quantities of transactions	Daily/Weekly/Monthly
Transaction Summary Report	Report on the balances and activity of the card program	Daily
	File Processing Reports	
Daily Production Report	Summary report detailing demographic and payment record counts	Daily
Monthly Production Report	Summary report detailing one month of demographic and payment record counts	Monthly
Daily File Processing Summary Report	File level details of payment processing	Daily
File Processing Error Report	File processing error query	Daily

A continued comprehensive reporting package for EDD

Bank of America has worked very closely with the EDD over several years to develop and deliver a comprehensive reporting package that allows the EDD to monitor and measure the program's success. The EDD must be able to continue its mission of managing unemployment insurance and state disability insurance payments to claimants and continually improve its ability to obtain information regarding the program.

Working in partnership with the EDD to provide electronic benefit payments, we take our role seriously and understand that the EDD will be damaged if we neglect to fulfill our contractual obligations. To this end, we have embraced the establishment of SLAs for the program that could result in liquidated damages being paid to the EDD if the SLA is not met.

This is common practice for Bank of America – we regularly establish SLAs on contracts for both our government and commercial clients. In fact, through our commitment to quality and continuous process improvement, we often re-evaluate and re-set specific contract performance SLAs, as needed, to exceed the established requirements. We understand that liquidated damages represent a reasonable estimate of damages that will be incurred by the EDD if specific SLAs are not met. It is important to note that the bank has met or exceeded all of its requirements, and no liquidated damages have been incurred.

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Liquidated damage assessment: a clear process

In the event that it should become necessary for the EDD to assess liquidated damages, Bank of America understands that the following will take place.

- The EDD notifies Bank of America in writing for any default specified and the liquidated damages to be paid within thirty calendar days of the EDD notice.
- Bank of America has ten calendar days to provide a written explanation of any justification that may be applicable to the liquidated damage being considered and provide a corrective action plan.
- The EDD has the right to approve or make changes to the corrective action plan.
- Once approved, Bank of America will implement the corrective action plan at no cost to the EDD upon approval by the EDD.
- Liquidated damages would not be assessed during the cure period for the activity in question.

Bank of America understands the provisions related to liquidated damages for delay and the resultant right of EDD to terminate the contract. Additionally, EDD's right to termination does not preclude the bank from paying liquidated damages as set forth in the RFP terms and requirements. Bank of America will continue to work with the EDD to help ensure that the appropriate levels of remediation, corrective action and risk mitigation planning related to all contract deliverables are maintained to effectively manage the contract.

Once again, Bank of America embraces performance standards and understands the consequences if such standards are not met. To address the specifics of requirement 519, we describe below the proposed SLA reporting management solution Bank of America will provide to the EDD to validate our performance against the liquidated damages section of the Statement of Work Attachment V.1.

Service Level Agreement (SLA) Attainment Reporting

Bank of America will work with the EDD to develop SLA Attainment Reporting. Reporting would provide a management overview to the EDD regarding how Bank of America has performed during the reporting period against the established SLAs.

Reporting Scope

The following SLAs would fall within the scope of the proposed SLA Attainment Reporting:

SLA 01 – Reports and Files Generation and Delivery
[Addresses Attachment V.1, Statement of Work, L. Liquidated Damages, item #5]

SLA 03 – Customer Service Level Agreements
[Addresses Attachment V.1, Statement of Work, L. Liquidated Damages, item #8]

SLA 04 – Restoration of the IVR, Call Center or Web System(s)
[Addresses Attachment V.1, Statement of Work, L. Liquidated Damages, item #9]

SLA 05 – Deposits of Claimants' Accounts on Effective Date Identified in Payment Record
[Addresses Attachment V.1, Statement of Work, L. Liquidated Damages, item #10]

The following SLAs are not within the scope of the proposed SLA Attainment Reporting. As the EDD's current provider, these SLAs have been fulfilled through the implementation of the DI and UI programs:

SLA 02 – Toll-Free Claimant Number and IVR Scripts Functional at Implementation or Any Time Thereafter
[Addresses Attachment V.1, Statement of Work, L. Liquidated Damages, item #6]

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SLA 06 – Ready to Accept Deposits and Perform All Related Services Based on the EDD Approved Project Schedule After Contract Award
[Addresses Attachment V.1, Statement of Work, L. Liquidated Damages, item #11]

SLA 07 – Failure to Meet New or Agreed Upon Deliverable Dates for Services/Items Specified in the Contract
[Addresses Attachment V.1, Statement of Work, L. Liquidated Damages, item #11]

The following SLA is not within the scope of the proposed SLA Attainment Reporting, as it is considered an emergency event and must be addressed contractually and by both parties:

SLA 08 – Termination for Cause, EDD Right to Completion of Service
[Addresses Attachment V.1, Statement of Work, L. Liquidated Damages, item #15]

In-scope SLA Attainment Reports: Overview

Below is an overview of proposed in-scope SLA Attainment Reports to be delivered to the EDD, so that you may efficiently gauge Bank of America's performance against SLAs related to Attachment V.1, Statement of Work, L. Liquidated Damages. For each SLA, we have provided the objective of that SLA, the proposed procedure for meeting the objective, the performance target, measurement method, reporting mechanism, issue remedy procedures and a reference to the liquidated damages item in the Statement of Work that the SLA addresses.

SLA 01 Definition

SLA 01 – Reports and Files Generation and Delivery	
Objective	To generate and deliver reports or files in accordance with the agreed to schedule(s).
Procedure	The list of all reports is available in the Reports Plan. Bank of America will provide visual representations of the files and reports from the Reports Plan and depict it against the SLA.
Performance Target	100% compliance with the expected delivery dates for all reports and files.
Measurement Method	Provide a visual representation of each report from the Reports Plan. Provide a visual representation of file processing SLAs. Highlight non-compliant items.
Reporting Mechanism	Service Level Agreement Attainment Report
Issue Remedy Procedure	Should the performance target not be met for any given day, analysis will be performed and evaluated to determine the reasons for the compliance deviation. Based on this analysis, corrective action may be implemented and process modifications monitored for effectiveness.
Reference	RFP Attachment V.1, Statement of Work, L. Liquidated Damages, Item 5.

The following report types would be detailed in this report:

- File Processing
- Processor Reports
- IVR Reports
- Call Center Reports
- Web Reports
- Usage Reports

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SLA 03 Definition

SLA 03 – Customer Service Level Agreements	
Objective	To meet specific SLA for customer service as defined in the technical requirements of the RFP and through discussions with the EDD
Procedure	Bank of America will provide a visual representation of the Monthly average wait times to speak to a live CSR as specified in the measurement method.
Performance Target	100% compliance with the agreed upon SLAs for customer service.
Measurement Method	▪ Monthly average wait time to speak to a live CSR is not more than 30 seconds for 70%* of the calls. ▪ Monthly average wait time to speak to a live CSR is not more than 2 minutes.
Reporting Mechanism	Service Level Agreement Attainment Report
Issue Remedy Procedure	Should the performance targets not be met for the agreed upon SLAs for customer service, analysis will be performed and evaluated to determine the reasons for the compliance deviation. Based on this analysis, corrective action may be implemented.
Reference	RFP Attachment V.1, Statement of Work, L. Liquidated Damages, Item 8.

**A contract amendment was made effective 4/23/12 to change the SLA from 99/30 to 70/30.*

SLA 04 Definition

SLA 04 – Restoration of the IVR, Call Center or Web System(s)	
Objective	To restore the IVR, Call Center, or Web System within three (3) hours if any of the systems should fail.
Procedure	Bank of America will monitor the IVR, Call Center, and Web System(s) to ensure these systems are operating as expected. Any disruption in service will immediately activate our disaster recovery and business continuity procedures. We will restore operations of the IVR, Call Center or Web System within three hours of any system failure.
Performance Target	100% compliance with three hour time frame to restore operations
Measurement Method	Our group will monitor the systems as follows: ▪ **IVR** – continual monitoring through application failure detection routines including 'heartbeat' monitoring and other similar capabilities. ▪ **Call Center** – connectivity monitoring and line usage monitoring are routine with Bank of America's call centers. ▪ **Web System** – continual monitoring through application failure detection and ghosting to determine online response failures or degradations support our ability to monitor and remediate as needed should service interruptions occur.
Reporting Mechanism	Report any disruptions and restoration times in the IVR, Call Center and Web Systems(s) as part of the Service Level Agreement Attainment Report
Issue Remedy Procedure	Should the restoration targets not be met for the agreed upon SLAs for the IVR, Call Center, or Web System(s), analysis will be performed and evaluated to determine the reasons for the compliance deviation. Based on this analysis, corrective action may be implemented.
Reference	RFP Attachment V.1, Statement of Work, L. Liquidated Damages, Item 9.

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SLA 05 Definition

SLA 05 – Deposits of Claimants' Accounts on Effective Date Identified in Payment Record	
Objective	To make deposits to claimants' accounts on the effective date identified in the payment record.
Procedure	As agreed upon with the EDD in the JADs and noted in the Interface Control Document, Bank of America will record the following information about the payment files received from the EDD: ▪ Time and date for each file received from the EDD ▪ Effective Date identified in the Payment record ▪ Actual Date payments were posted to claimants' accounts
Performance Target	100% compliance with three hour time frame to restore operations
Measurement Method	A comparison of the time date of each file received, the effective date of the payment record, and the actual date the payments were posted to the claimants' accounts.
Reporting Mechanism	Service Level Agreement Attainment Report
Issue Remedy Procedure	Should the deposit target not be met for the agreed upon SLA, analysis will be performed and evaluated to determine the reasons for the compliance deviation. Based on this analysis, corrective action may be implemented.
Reference	RFP Attachment V.1, Statement of Work, L. Liquidated Damages, Item 10.

Comprehensive Management Reporting

While Bank of America will deliver the SLA Attainment Report on an agreed upon frequency, this only represents the management view of the SLA. The Bank of America project management team has developed additional reports in accordance with all requirements throughout the RFP that the EDD can continue to use to manage and track every aspect of the program. Bank of America actively uses these reports to manage the program on a daily basis.

Included in our introduction to requirement 519 is a list of all reports currently provided to the EDD. We will continue to work with the EDD to add new reporting, amend existing reporting, etc., to better enable you to manage every aspect of the program.

End of Contract Requirement

Bank of America understands that the EDD will assess liquidating damages in the amount of $15,500 per day following written notification and a 30 day cure period if we fail to meet the end of contract requirements or follow the provisions of the End of Contract Plan.

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Q. Security

The EDD assesses security controls against NIST standards. Security standards utilized by the contractor must be commensurate, or exceed, minimum security controls for a moderate system as defined in NIST SP 800-53, Rev. 4.

The Contractor's security certification, security accreditation, or security audit must be equivalent or superior to accreditation under NIST guidelines.

The Contractor will comply with all applicable Federal and State laws and regulations governing identity and privacy protections.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
520	As required by EDD, the Contractor shall provide for review and approval a Security Plan in accordance with the DED (CA specific) according to the DED process as described in Attachment V.1. E, Description of Deliverables.	Y	
521	The Contractor shall provide a Security Plan that describes compliance of security control requirements.	Y	
522	The Contractor shall provide, for review and approval to the EDD, changes to the Security Plan as may be required by law or by changes in the standards governing its Security Plan, or for the purpose of improving risk management.	Y	
523	The Contractor shall document and make available to the EDD, its process for verifying the identity of claimants.	Y	
524	The Contractor shall provide testing-preproduction interfaces that meet the same security requirements as production.	Y	
525	The Contractor shall restrict access to EDD confidential data to authorized staff on a need to know basis.	Y	
526	The Contractor's processes to destruct confidential data must at least be as secure as those defined in NIST SP 800-53 Rev. 4.	Y	
527	The Contractor shall provide an annual briefing to the EDD on the overall California EBP security system (i.e., California, commercial, and Contractor components) specifying, at a minimum: • New threats identified • New security-related laws, regulations, or standards that must be met by the service.	Y	
528	The Contractor shall transmit and receive encrypted confidential data to and from the EDD over either a secure private connection or public network protected	Y	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002798

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	by strong encryption in accordance with FIPS 140-2 standards.		
529	The Contractor shall work with the EDD to ensure transmissions shall be mutually authenticated with a strong authentication method.	Y	
530	The Contractor shall inform the EDD pursuant to the procedures set forth in Exhibit D upon detection of incidents or security breach exposures of EDD confidential information that may have compromised an individual's confidential information or the integrity and/or the secure delivery of the EBP services.	Y	
531	The Contractor shall identify the responsible person/unit and provide contact information for the coordination of Disaster Recovery and incident response.	Y	
532	The Contractor shall inform the EDD of actions taken or to be taken daily, as a result of each disclosure and/or incident that has compromised the integrity of the EDD's confidential information and/or secure delivery of EBP services, and ending when all actions are completed.	Y	
533	The Contractor's incident information shall include but not be limited to: the initial steps taken to isolate and contain the breach, detailed reporting including a root cause analysis, a corrective action plan, and reports for progress of mitigation actions being taken.	Y	
534	When an incident involving unauthorized disclosure and/or a security breach that involves personally identifiable information, the Contractor shall report the plan for security breach notifications. The disclosure notifications shall be made in the most expedient time possible and without unreasonable delay as defined under the CA Civil Code §1798.29.	Y	
535	The Contractor shall safeguard confidential information for authorized personnel by: • Monitoring and supervising limited access to confidential information. • Informing employees, contractors and subcontractors of the sanctions specified by CA laws (e.g. Information Practices Act of 1977, CUIC, Penal Code) for unauthorized disclosure of confidential information.	Y	
536	~~The Contractor's processes to destruct confidential data must at least be as secure as those defined in NIST SP~~	N/A	

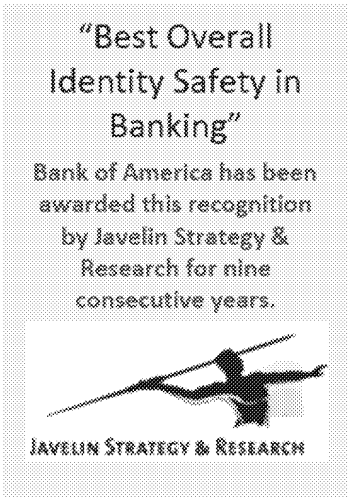
CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002799

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	~~800-53, Rev. 4.~~		
537	The Contractor shall secure access to the administrative application in normal and disaster recovery situations using access control, authentication methods, and encryption.	Y	
538	The Contractor shall be able to support new information to verify claimant identity when provided by the EDD.	Y	
539	The Contractor shall implement IP address restrictions to limit data transfers from only designated EDD network addresses.	Y	
540	The contractor shall ensure that staff are required to take Privacy and Information Security training before access to EDD data is granted and annually thereafter.	Y	
541	The Contractor shall ensure adequate auditing capacity and that audit data is available for all services in order to provide the EDD with information needed to recreate transactions, a user's activity, or any access made to specific data/accounts.	Y	
542	The Contractor shall provide audit data to EDD upon demand.	Y	
543	The Contractor shall retain audit logs for a minimum of seven years.	Y	

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002800

The Bidder's responses to each of the following requirements will be scored using the methodology described in Section VIII, EVALUATION of this RFP.	
544	Bidders should describe how services shall be secured. Responses should address, at a minimum, access control, authentication methods, auditing, monitoring (data and file transfer, application) and encryption.

Bank of America was named "Best Overall Identity Safety in Banking" for nine consecutive years by Javelin Strategy & Research — a leading provider of independent industry specific quantitative research. We participate in a quarterly risk management program to monitor fraud-related activities specifically related to the continual testing of our prepaid debit card programs and we are committed to working with and bringing to our state agency clients our expertise on fraud-related areas of concern.



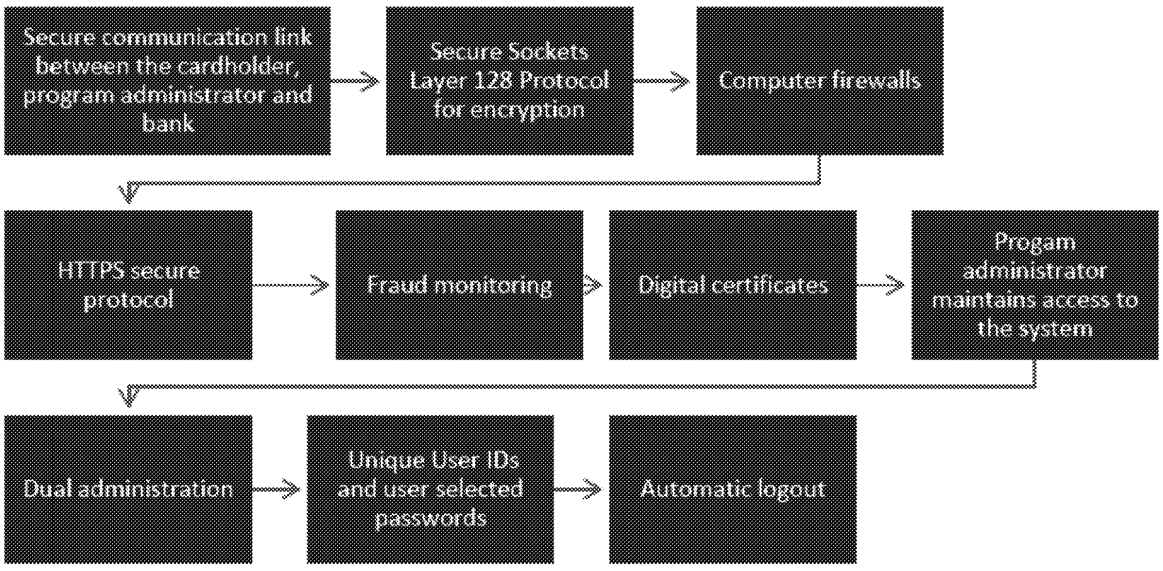
Protection of client data is top priority at the bank. We have extensive and vigorous processes and procedures for how we deal with customers' confidential information, access and use of such information, as well as bank associate training. Policies and procedures around information security have been established and all privacy laws and rights are followed throughout all levels of the organization.

Frontline protection

User identification and passwords are the first line of defense in securing data. All laptop computers are required to remain secured while unattended. All computer and system access is controlled and monitored by the bank, and audit logs are maintained to track access. Our policies strictly prohibit password sharing. Inappropriate access to systems and data will result in disciplinary action, up to and including termination.

The EDD greatly benefits from our layered security approach, as outlined below:

Innovative technology elevates the EDD's security to new levels of protection



Layered Security Controls

In addition to the designated security officer, a cross-departmental Security Board meets to determine, set and enforce information security policies, as well as a Computer Security Incident Response Team comprised of senior members of the technical staff.

All of these local security controls supplement and are in compliance with the bank's security policies and procedures that are overseen by departmental and divisional security teams, and enforced through automated testing and compliance mechanisms.

The bank's system has stringent requirements for the following:

- System authentication
- Firewalls
- Virus detection
- Intrusion detection
- System access
- Change control methodology

All automated systems housing customer data have the highest level of security in order to protect customer information. All web-based applications use SSL encryption and passwords to protect against unauthorized access. The transmission of any files via FTP is secured by PGP encryption and each party must have an encryption key to unlock the transmitted files.

Our systems document any activity that is performed on accounts. We conduct random audits to ensure procedures are adhered to and confidentiality is being met. Additionally, all associates are required to complete the Code of Ethics and Information and Privacy Training courses on an annual basis, which address the bank's confidentiality and information security policies, including the proper methods to protect confidential and proprietary information for Bank of America, its customers and associates.

Bank of America, in accordance with applicable regulations, complies with regulatory agencies in response to and cooperation with reviews and investigations. We confine access to our facilities and records by regulatory agencies in order to ensure privacy and work to answer any questions they may have.

Cardholder access

For access to account information, regardless of the method (online, IVR, live customer service), the cardholder will be required to validate their identity through information found on the card and the use of passwords or other data known only to the cardholder. Each cardholder must pass authentication methods when entering the IVR, at the point of speaking with a live customer service representative, as well as through online customer service. Online, the cardholder will be required to enter the 16-digit card number or username, password and the three-digit security code found on the back of the card.

The information required for both authentication and card activation is generally determined by the bank and derived from the required personal cardholder information provided by the EDD during the enrollment process, along with card number and security code on each unique card.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002802

Protected access to cardholder information

Access to cardholder information is limited in a number of ways:

- Access to the data is limited to associates who require it to perform their job (such as customer service representatives).
- Call center employees adhere to strict clean desk and data security policy, which mandates that no paper, pencil or cell phones can be present at their workstation, and any documents with cardholder data are securely shredded.
- All 16-digit card numbers and Social Security Numbers are masked within the prepaid platform and card security codes (CVV2) are not viewable by any agent or support personnel
- To protect against unauthorized access, the cardholder information database can only be accessed from a bank- issued workstation that requires IDs and passwords to log in and a separate set of IDs and passwords to log into the database.
- We monitor and track management-level reports to ensure information is being used only for purposes consistent with the administration of the program.

Staffing procedures that assure optimum security

Our hiring procedures feature the following security measures:

- Staff is screened before hire
- Corporate Security Services manages the applicant screening process in partnership with the Bank of America Staffing Practices team. The Corporate Security Services team:
  - Conducts investigations to verify the employment and education credentials of applicants for jobs at Bank of America
  - Provides operational support for the bank's applicant fingerprinting program
  - Collaborates with staffing practices to mitigate risk in the hiring process

Additionally, the following security measures are in place to prevent internal fraud:

- **Access controls** —— The bank's staff is given access only to the physical areas and data necessary to perform their duties related to the EDD's project. We have also implemented role-based access controls.
- **Ongoing security training** —— The bank's staff is trained annually on confidentiality, security and protection policies, procedures and legal requirements. The bank's customer service staff is trained on verifying IDs using cardholder identifiers.
- **Monitoring and verification** —— Staff activities related to cardholder account information are monitored and logged. Cardholder identifiers are required and verified by the web service and IVR.
- **Data encryption and protection** —— All cardholder data, account data and confidential data is encrypted at rest and access is protected. Data is protected during transmission and backup.
- **Regular access updates** —— Accounts and accesses are updated each time bank staff is hired, dismissed, or changes roles.
- **Security technology** —— The bank employs network, software and hardware equipped with many security features to deflect unauthorized access, including antivirus protection software, hardware and software firewalls.
- **Third-party assessments** —— The bank conducts annual vulnerability assessments using a third party audit.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002803

545	**Bidders should describe how they will ensure maximum availability for EBP services.**

Key to ensuring maximum availability for EBP services is making certain there is secure access, rigorous capacity planning, as well as solid business continuity planning. As described in the Requirement #544 response, the protection of client data is top priority at the bank and we have extensive and vigorous processes and procedures for how we deal with customers' confidential information, access and use of such information, as well as bank associate training. Policies and procedures around information security are well-established and at the core of providing EBP services.

Capacity

Bank of America operates a state-of-the-art, multi-tier prepaid processing platform with proven performance, superior reliability and scalable capacity. This is confirmed by performance throughout 2014, processing over 23 billion transactions, while meeting and exceeding aggressive service levels of 99.99% authorization system availability and 99.95% IVR, core processing and website application uptime for the last 13 consecutive months. We employ a continuous capacity planning approach and invest in critical infrastructure (such as supporting double-peak volumes within the IVR) to stay ahead of organic growth, new business opportunities and surges in volume on specific payment dates and before/after holidays, which is common with benefits disbursement and payroll programs.

Our transaction and cardholder servicing infrastructure have been architected to scale faster than forecasted growth and never exceed 60% of peak capacity. Our capacity is dynamic and easily augmented to handle ever-increasing volume, while reliably performing during periods of extreme spikes in transaction and call volume.

For our customer service area, we use best-in-class workforce planning tools to forecast call volumes and schedule staffing to fulfill our 24/7/365 servicing commitment. Our workforce management team continuously monitors call volumes and service levels throughout each day and makes just-in-time call routing and staffing decisions as volume dictates and call patterns change. We forecast and plan for staffing, and hire and train agents efficiently and effectively. From a cardholder servicing perspective, each of our customer contact centers is fully redundant via Dual MPLS connectivity, underpinned by robust Disaster Recovery and Business Continuity Plans at the program, site and enterprise levels.

The bank's franchise supports millions of card accounts every day – with no service issues, degradations, or infrastructure implications. Our technical team is apprised of your anticipated volumes, claimants, claims and other associated data related to this program. This team will continue to monitor and manage any hardware and software needs to ensure that all customers – including the EBP Project claimants – receive the best responses both through technology (IVR and Web) and CSC support, and that availability is maximized.

Business continuity

Business continuity and disaster recovery planning at Bank of America is far-reaching and incorporated into virtually every aspect of the bank's business processes. We have an extensive disaster recovery program and a designated disaster recovery team. It is a top priority at the bank and a major consideration in all system designs.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002804

We have developed an extensive company-wide Disaster Recovery Plan, which includes extensive plans for the services that the EDD is using. Full redundancy across two data processing sites allows for load-balancing across locations and our unique Active/Active approach means that any issues encountered within the primary application can be immediately mitigated by routing traffic to the secondary application instantly and seamlessly. Proactive measures have been taken to ensure that disruptions have little or no impact on the EDD, including claimants, under this program.

Based on historical performance, expected benefits growth and our proven track record as the incumbent provider for the EBP services, we are confident in our ability to service this program and provide maximum availability.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002805

R. Testing

The purpose of testing is to ensure each component and interface between components, and the service as a whole, functions as designed. The EBP servicFore will be tested in stages to keep the number of variables to a minimum in both the application and test environment for each stage of testing. Testing starts with the evaluation of the simplest element, and progresses to testing of the full EBP service in the production-equivalent environment.

The types of testing to be conducted include:

- Unit – Testing of small groups of modules that are functionally related.
- Interface – Testing of each EBP service interface.
- Integration – Testing of major functional areas and workflows using basic business cases.
- System Testing – EDD conducted testing of all business workflows.
- User Acceptance – EDD conducted testing of all business workflows to determine whether or not to accept a service.

Prior to initiation of testing activities, the Contractor will conduct a functional demonstration of planned system functionality.

REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
546	As required by EDD, the Contractor shall develop and submit for approval a Master Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
547	As required by EDD, the Contractor shall abide by IEEE Standards 829-1989 for software testing using an EDD approved tool and/or method and in accordance with the DED as described in Attachment V.1. E, Description of Deliverables. ~~As required by EDD, the Contractor shall abide by IEEE Standards 829-1989 for software testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.~~	Y	
548	As required by EDD, the Contractor shall be responsible for building test plans, executing test plans, and creating quality reports in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
549	As required by EDD, the Contractor shall provide its test plans and test results to the EDD for evaluation and validation, and to augment it with the EDD's own testing.	Y	
550	As required by EDD, the Contractor shall provide the EDD with an escalation process for communication and data processing issues throughout preproduction test phases in accordance with the DED as described in	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	Attachment V.1. E, Description of Deliverables.		
551	The Contractor shall maintain testing environments which include adequate infrastructure to support Unit Testing, Interface Testing, Integration Testing, System Testing, Performance Testing, and User Acceptance Testing.	Y	
552	The Contractor shall create and maintain separate development, test, preproduction, and production environments.	Y	
553	The Contractor shall perform development and testing in secure non-production environments.	Y	
554	The Contractor shall maintain the ability, during all phases of testing, to accept and send files and data containing dates other than the current date.	Y	
555	The Contractor shall maintain, during all phases of testing, the ability to change system date and time as necessary (past or future).	Y	
556	The Contractor shall maintain the ability, during all phases of testing, to save, restore, and reuse established test data in coordination with the EDD.	Y	
557	The Contractor shall delete or obfuscate protected test data (e.g., confidential and personal information, name, SSN, address, date of birth, telephone number) if used in manuals, training materials, research applications, etc.	Y	
558	The Contractor shall make staff available to the EDD during the course of pre-production testing to answer any questions and/or address any problems that may arise.	Y	
559	The Contractor shall complete all testing activities prior to the agreed implementation date.	Y	
560	The Contractor shall coordinate testing (data and scenarios) with the EDD for multiple session dates between the Contractor and the EDD.	Y	
561	The Contractor shall provide test results based on Pacific standard time to the EDD following the completion of each test within a timeframe agreed upon by the Contractor and the EDD.	Y	
562	The Contractor shall permit the EDD access to any of the test environments established for this effort, during business hours for a minimum of four (4) hours per week.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
563	~~The Contractor shall abide by IEEE Standards 829–1989 for software testing using an EDD approved tool and/or method.~~	N/A	
564	The Contractor shall measure and establish baseline performance (data file transfer) metrics using the current load.	Y	
565	As required by EDD, the Contractor shall provide to the EDD a report of performance measures of the data transfer rate.	Y	
566	The Contractor shall resolve any defects found during testing in accordance with the Master Test Plan.	Y	
567	As required by EDD, the Contractor shall conduct testing on EBP interfaces.	Y	
568	The Contractor shall review Interface Test Plan details with the EDD and receive the EDD's approval to proceed prior to conducting the planned initial testing for each interface.	Y	
569	The Contractor shall develop Test Scripts for interface testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
570	The Contractor shall participate in testing debriefs with the EDD after Interface Testing.	Y	
571	As required by EDD, the Contractor shall conduct integration testing of the EBP service.	Y	
572	The Contractor shall provide an Integration Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
573	The Contractor shall develop Test Scripts for integration testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
574	The Contractor shall review the Integration Test Plan details with the EDD and receive the EDD's approval to proceed prior to conducting the planned testing.	Y	
575	The Contractor shall conduct integration testing in a test environment that simulates the production environment with scripted data, business scenario inputs, and interfaces.	Y	
576	The Contractor shall participate in testing debriefs with the EDD after Integration Testing.	Y	
577	The Contractor shall participate in EDD-conducted, end-to-end System Testing of the EBP service.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
578	The Contractor shall provide a System Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
579	The Contractor shall provide a testing environment for the EDD's System Testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
580	The Contractor shall successfully complete interface testing and integration testing prior to System Testing the EBP service.	Y	
581	The Contractor shall provide on-site staff, as requested by the EDD, at the EDD Central Office in Sacramento, CA to assist the EDD's staff with system testing coordination.	Y	
582	The Contractor shall participate in testing debriefs with the EDD after System Testing.	Y	
583	The Contractor shall conduct Performance Testing on the EBP service using an EDD approved Load / Stress Testing Tool and/or method.	Y	
584	The Contractor shall provide a Performance Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
585	The Contractor shall successfully complete integration and system testing prior to initiating Performance Testing.	Y	
586	The Contractor shall provide to the EDD documentation of the results of Performance Testing.	Y	
587	The Contractor shall participate in testing debriefs with the EDD after Performance Testing.	Y	
588	The Contractor shall participate in EDD-conducted User Acceptance Testing of the EBP service.	Y	
589	The Contractor shall provide a User Acceptance Test Plan in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
590	The Contractor shall provide a testing environment for the EDD's User Acceptance Testing in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
591	The Contractor shall successfully complete Interface Testing, Integration Testing, System Testing, and Performance Testing prior to the User Acceptance Testing of the EBP service.	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
592	The Contractor shall provide on-site staff, as requested by the EDD, at the EDD Central Office in Sacramento, CA to assist the EDD's staff with User Acceptance Testing coordination.	Y	
593	The Contractor shall provide to the EDD documentation of the results of User Acceptance Testing.	Y	
594	The Contractor shall participate in testing debriefs with the EDD after User Acceptance Testing.	Y	
595	The Contractor shall complete User Acceptance Testing prior to live implementation.	Y	

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S. Training

To facilitate an understanding of the EDD, its systems and processes, and its needs, the Contractor will be required to attend a series of overview sessions. Once the Contractor has been trained, the Contractor is then responsible for training its staff and providing copies of overview material.

The Contractor will also be expected to provide initial training to the EDD staff at no cost to the EDD. In scoping the training requirements for the EDD staff, Bidders should consider the following:

- Training required for the Contractor's Administrative Application console.
- Training required for any program changes.
- Each employee does not need to be trained by the Contractor.

The EDD believes training for trainers (T-for-T) and the availability of computer-based training (CBT) will satisfy staff training needs. The T-for-T training should include discussions on:

- EBP service functionality.
- Reports and problem tracking systems and processes.
- Fraud investigation functionality.
- Settlement and reconciliation.
- User access for Administrative Application console
- Suggested training structure for the EDD's staff.
- Direction for EDD staff to direct cardholders to the Contractor for assistance.

Those who attend T-for-T would, in turn, provide training as the business need is identified based on information received at the T-for-T session.

On an ongoing basis, the EDD will be responsible for training its staff on EBP and the use of the Administrative Application. To support these activities, the Contractor will be responsible for keeping its manuals and help tools current as changes or enhancements are made.

For ongoing training and to supplement training during transition, the EDD seeks a training presentation and CBT.

REQ. #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
596	The Contractor shall send the three (3) key staff and others the Contractor deems appropriate, up to a maximum of 50 people, to attend a series of EDD overview sessions.	Y	
597	The selected Contractor staff shall attend the overview sessions which will be scheduled within ten (10) business days of contract execution in the Sacramento, California area.	Y	
598	The Contractor shall be responsible for providing an EDD overview to the Contractor's new hires or	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	additional staff.		
599	The Contractor shall be responsible for providing copies of the EDD's overview materials to the Contractor's new hires or additional staff.	Y	
600	The Contractor shall develop a Training Plan for the EDD staff in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
601	The Contractor shall be responsible for preparing and providing T-for-T on the EBP services provided by the Contractor such as, administrative application functions, fraud investigation functionality, reports and problem tracking, user access for the EDD's staff, and claimant access and services.	Y	
602	The Contractor shall provide hands-on T-for-T of the EBP services for the EDD staff at no cost to the EDD.	Y	
603	The Contractor shall provide T-for-T of the EBP services in regions determined by the EDD. The EDD anticipates these regions to be Sacramento, the Bay Area, Fresno, Los Angeles, Orange County, and San Diego.	Y	
604	The Contractor shall complete all T-for-T classes prior to implementation, but no sooner than one (1) month prior to implementation.	Y	
605	The Contractor T-for-T of EBP services shall be coordinated with the EDD regarding the length of training and the specific hours.	Y	
606	The Contractor shall provide copies of all T-for-T materials for approval by the EDD no later than two (2) months prior to implementation.	Y	
607	The Contractor shall conduct ongoing T-for-T sessions as the EBP service changes or enhancements are made.	Y	
608	The Contractor's ongoing T-for-T sessions shall be provided as specified in the Training Plan.	Y	
609	The Contractor's training materials shall describe the most common individual claimant account issues the Contractor has documented in similar types of contracts.	Y	
610	The Contractor shall provide copies of all T-for-T materials to participants in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
611	The Contractor shall coordinate with the EDD to locate, schedule, and secure training facilities for T-for-T	Y	

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REQ #	DESCRIPTION	CONTRACTOR AGREES (Y/N)	COMMENT
	sessions.		
612	The Contractor shall develop a detailed Administrative User's Guide and the associated glossary, narratives, and query definitions in accordance with the DED as described in Attachment V.1. E, Description of Deliverables.	Y	
613	The Contractor shall conduct knowledge transfer with key EDD staff throughout the contract term.	Y	

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Attachment V.4: ATM Location File Requirements

The Bidder shall provide three ATM location data files; one each as outlined below:

- **California – All in-network (no fee and non-surcharge) ATMs located within California**
- **National – All in-network (no fee and non-surcharge) ATMs located within the United States and its territories.**
- **International – All in-network ATMs located internationally**

The files shall be submitted on a CD or DVD and clearly labeled "ATM Location Files" and included with Volume I – EBP Service Proposal, as outlined in Section VII Proposal Format. The acceptable file format is either a Comma Separated Value (CSV) file or Shapefile as defined below:

We have provided California and National ATM location files in Comma Separated Values (CSV) format on a CD-ROM, as requested, and have included it with this volume, Volume I – EBP Service Proposal. Please note that Bank of America does note capture "Zip+4" data for its ATM locations. We have not included an International file, since we do not have any Bank of America branded ATMs outside of the U.S. Cardholders have access to over 70,000 ATMs internationally through our Global ATM Alliance, although we do not have location data for these ATMs.

File Type	Description	Extension	Notes/Reference
Comma Separated Values (CSV)	A delimited text file, which uses a comma to separate values.	.csv	If file is provided in this format, metadata must be included that will detail, at a minimum, the date of the data, and the geographic projection used in the geocoding process.

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Shapefile	A vector data storage format for storing the location, shape, and attributes of geographic features. A shapefile is stored in a set of related files and contains one feature class. Shapefiles are a simple, nontopological format for storing the geometric location and attribute information of geographic features. The shapefile format defines the geometry and attributes of geographically referenced features in three or more files with specific file extensions that should be stored in the same project workspace. For this purpose, the shp, shx, dbf, prj and xml are required.	.shp—The main file that stores the feature geometry. Required. .shx—The index file that stores the index of the feature geometry. Required. .dbf—The dBASE table that stores the attribute information of features. Required. There is a one-to-one relationship between geometry and attributes, which is based on record number. Attribute records in the dBASE file must be in the same order as records in the main file. .prj—The file that stores the coordinate system information. Required. .xml—Metadata —stores information about the shapefile. Other file types may also be included with the shapefile.	http://webhelp.esri.com/arcgisdesktop/9.2/index.cfm?id=2733&pid=2731&topicname=Shapefile_file_extensions

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The required data elements for each file are outlined below:

Item/Attribute	Description	Format	ATM Dataset Requirements		
			California	National	International
Location_ID	Unique numerical identifier of ATM	XXXXX	Y	Y	Y
Street_Address	A designation of the location of the ATM, consisting of numerical and text elements such as a street number, street name, and city arranged in a particular format.		Y	Y	Y
City	A designation of the location of the ATM city.		Y	Y	Y
State	A designation of the location of the ATM state.	XX	Y	Y	N
Zip	Acronym for zone improvement plan code. A five-digit code that identifies the geographic delivery area served by an individual post office or metropolitan area delivery station.	XXXXX	Y	Y	N
Zip+4	An enhanced ZIP Code that consists of four additional digits that identify a specific geographic segment within the five-digit delivery area, such as a city block, office building, or other unit.	XXXX	Y	Y	N
County	The primary legal subdivision of all U.S. states except Alaska and Louisiana. The U.S. Census Bureau uses counties or equivalent entities (boroughs in Alaska, parishes in Louisiana, the District of Columbia in its entirety, and municipios in Puerto Rico) as statistical		Y	Y	N
24_hours	ATM location that is accessible 24 hours per day	Y	Y	Y	N

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Item/Attribute	Description	Format	ATM Dataset Requirements		
			California	National	International
Accessible	ATM location that complies with wheelchair accessibility requirements of Americans with Disabilities Act (ADA) of 1990 and Title 24 of the California Code of Regulations.	Y	Y	Y	N
Latitude	The angular distance, measured in degrees north or south of the equator. Expressed in Decimal Degrees to an accuracy of six decimal places.	XX.XXXXXX	Y	Y	Y
Longitude	The angular distance, measured in degrees east or west of the Greenwich prime meridian. Expressed in Decimal Degrees to an accuracy of six decimal places.	XXX.XXXXXX	Y	Y	Y
State_Province_County	A designation of the location of the International ATM state, province or county.		N	N	Y
Country	A designation of the location of the International ATM country.		N	N	Y
Postal_Code	A series of letters or numbers, or both, in a specific format, used by the postal service of a country to divide geographic areas into zones in order to simplify delivery of mail.		N	N	Y

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Disclosures

Some services offered to State of CA Employment Development Department within this proposal response are subject to the initial and subsequent satisfactory review of the financial statements of the State of CA Employment Development Department, approval by Bank of America, N.A. and satisfactory completion of any necessary bank documentation.

Bank of America continually evaluates, adapts and modifies our financial center retail network, operations centers and platforms to fit the evolving needs of our customers and our business. Therefore, the financial center, vault and/or processing center hours of operation, locations and platforms, while current as of this proposal, are subject to change in the future. Any changes will be communicated in a timely and comprehensive manner.

Bank of America, N.A. offers a wide array of services to its clients. Each service has many features and options. In the course of providing these services we may employ agents, employees or subcontractors (vendors) to service all of our clients utilizing a service in general rather than to service a particular client. In general, we will disclose in a proposal response any agents, employees or subcontractors (vendors) retained by us exclusively for, and which are dedicated solely to, the provision of services to a specific client and/or contract.

Please note that the quoted terms and conditions are valid during the evaluation process for 120 days from the proposal due date, unless expressly reaffirmed in writing. Bank of America is prepared to discuss further if the EDD requires more than 120 days to confirm its award decision.

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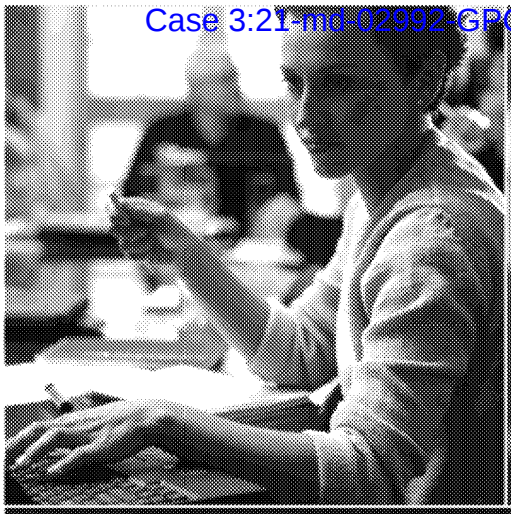
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Bank of America Appendix Items

1. PCI DSS Compliance Certification
2. CSC Services Plan
3. EBP Disaster Recovery and Business Continuity Plan

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Connecting California to Infinite Possibilities

Response to State of California Electronic Benefit Payments | Solicitation RFP No. 65466

Volume II – Fee Schedule | COPY

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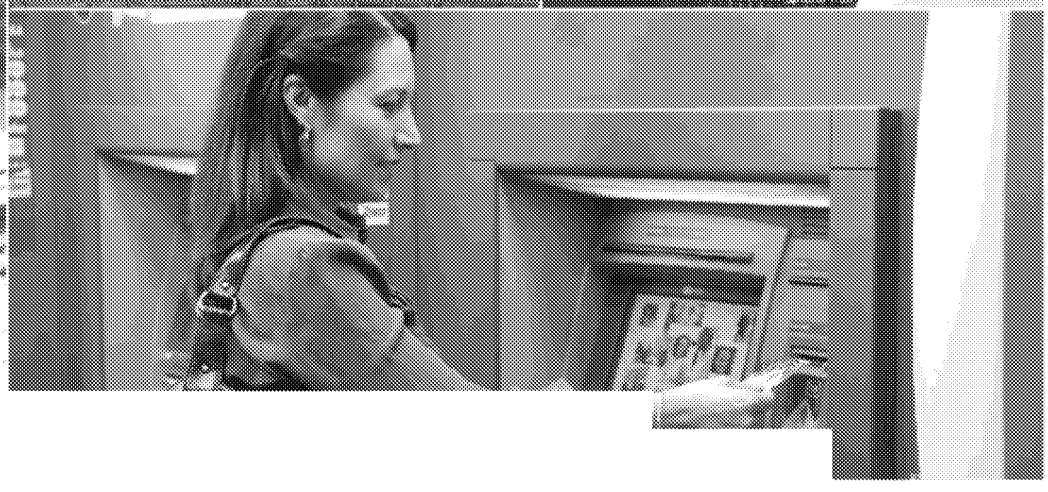
August 21, 2015

Bank of America
Merrill Lynch









August 21, 2015

Bank of America
Merrill Lynch

Rose Liu
Employment Development Department
800 Capitol Mall, MIC #62-C
Sacramento, CA 95814

Dear Ms. Liu:

Bank of America Merrill Lynch is pleased to present to the State of California Employment Development Department (the EDD) our Fee Schedule for your Electronic Benefit Payments (EBP) program.

As your current provider, we are excited about the opportunity to deepen our relationship and to continue providing the top unemployment and disability benefits card program in the nation. When the EDD and Bank of America launched this program nearly five years ago, we set a new industry standard for government disbursement prepaid card fee schedules. We have provided tremendous free cash access options, while providing industry-low fees for optional services and eliminating any nuisance fees. Today, the standard we set together remains the industry's best.

Each year, more than 98 percent of cardholder transactions are performed without any Bank of America fee assessed. Simply put, EDD claimants have a secure and reliable payment card that can be used for free, and has a cost structure for optional services that far exceeds what could be obtained in a traditional checking/debit card environment. From cardholder access to funds and fee simplicity, no program in the nation matches what the CA EDD delivers for its claimants. The National Consumer Law Center has twice agreed – in giving the program two thumbs up in each of its unemployment benefits card reviews.

With nearly six million EDD Debit Card accounts open, 100 million deposits complete, $60 billion disbursed on-time, and 95 million cardholder transactions completed over a network with 99.99% uptime, we remain committed to our partnership with the EDD. We are proud of our collective accomplishments and of the service we work to provide for your claimants and our customers.

Key highlights of our Fee Schedule are as follows:

- Best-in-class ATM network: Our bank-owned ATM network is one of the largest in the nation with 15,171 ATMs nationwide and 3,745 accesible ATMs in the State of California, providing cardholders ample access with no "surcharge" or "convenience" fees assessed – totally free and unlimited access. We are also adding unlimited, surcharge-free access to over 70,000 ATMs internationally through our Global ATM Alliance, including such institutions as Barclays, BNP Paribas, Santander and more.
- Teller access to funds: As the largest bank in California, no other bidder can provide as many locations for claimants to access benefits funds over-the-counter via their own tellers. In the state of California, we have 911 Bank of America financial center locations. While claimants may go to any of the 7,606 Visa bank or credit union locations in California, we ensure that our tellers are well-trained on the EDD program, ensuring a smooth claimant experience. Since this program launched, we have upgraded our teller cash terminals in-state and provided extensive training to our tellers.

- **Point-of-sale access:** In addition to accessing funds through our extensive ATM and financial center network, claimants may continue to make unlimited purchases everywhere Visa debit cards are accepted – millions of locations worldwide. This provides convenient access to everyday purchasing at retailers, grocery stores, restaurants, and gas stations. Cards can be used online, by phone, and for by-mail purchases, as well as for bill payments.
- **Cash-back at the point-of-sale:** The card may also be used for pinned point-of-sale cash-back transactions which are offered by some of the largest and most frequently visited retailers in California.
- **No nuisance fees:** Access to balance and account information is critical to claimants. We have structured a fee schedule that affords claimants unlimited 24/7 access to balance information through customer service – automated, live representative and online, email and text alerts, as well as via ATMs. We have also eliminated all ATM or POS decline fees. Cardholders can utilize their cards on a monthly basis with no fees associated.

The investment we have made to provide a quality EBP program is unsurpassed in the industry. We greatly appreciate our partnership with the EDD and are hopeful that we may continue our relationship, delivering the best benefits card program in the nation.

Thank you again for the opportunity to submit this proposal. We are available to answer any questions and look forward to further discussions.

Sincerely,



Dawn Haddock
Director, Senior Treasury Sales Officer

555 Capitol Mall | Sacramento, CA | 95814
Phone: 916.326.7825 | **Email:** dawn.e.haddock@baml.com | **Fax:** 415.633.0156

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Attachment V.3 Fee Schedule

The EDD is interested in its claimants receiving their electronic benefit payments at no cost to claimants or the EDD. Evaluation of Cardholder fees/surcharges shall constitute a major portion of the evaluation. The Bidder shall indicate the services that will have an associated Cardholder surcharge and/or fee, including the timing and circumstances under which each Cardholder surcharge and/or fee is assessed.

The Bidder shall complete the following Fee Schedule and submit with their proposal. Bidders should complete the Fee Schedule below and submit with their proposal in Volume III in a separately sealed, marked envelope as instructed in Section VIII PROPOSAL FORMAT.

The Bidder shall not charge any fees/surcharges to cardholders that are not included and submitted on the Fee Schedule with their proposal. The ***format*** of the Fee Schedule cannot be modified or altered in any way.

The transactions in the Fee Schedule are grouped into three levels. The levels are prioritized based on the greatest value to the EDD's claimants. Level One Transactions represent those transactions that have the greatest value or occur most frequently. Level Two Transactions represent those transactions that have a lesser value or occur less frequently than Level One Transactions. Level Three Transactions represent those transactions that have the least value to the EDD's claimants. A description of each column heading is below:

Column A: Transaction Description

Column B: Indicates the minimum service the Bidder is expected to meet.

Column C: Bidder must indicate if applicable surcharges will apply.

Column D: Bidder may indicate additional services the Bidder intends to offer in order to be awarded points. Must include volumes and charges where applicable.

Column E: Bidder must indicate agreement to minimum requirement (Y = pass, N = fail).

Column F: This column indicates whether the transaction will be evaluated pass/fail or awarded points.

Column G: Bidder may indicate an alternative offer. The offer may or may not qualify for additional points.

Column H: Bidder may include comment.

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A		B	C	D	E	F	G	H
Transaction Description		Bidder Minimum Required Service	ATM Owner May Apply Surcharge (Y/N)	Bidder Offer	Bidder Agrees to Minimum required (Y/N)	Evaluation (P/F or Points)	Bidder Alternative Offer (May not qualify for evaluation)	Bidder Comment (Indicate if Service not available)
Level One Transactions								
1	ATM Balance Inquiry @ in- network ATMs	$0.00 –unlimited per deposit	N/A	N/A	Y	P/F		
2	ATM Balance Inquiry @ all other ATMs	2 free inquiries per deposit	N	$0.00 unlimited	Y	Points		The Bank will exceed the minimum by offering $0.00 unlimited.
3	ATM Cash Withdrawals @ in-network ATMs	$0.00 – unlimited per deposit	N/A	N/A	Y	P/F		
4	ATM Cash Withdrawals @ all other ATMs	2 free withdrawals per deposit	Y	2 free withdrawals per deposit	Y	Points		
5	ATM/POS Denied Transactions	$0.00 – unlimited per deposit	N/A	N/A	Y	P/F		
6	POS Debit (PIN)	$0.00 – unlimited per deposit	N/A	N/A	Y	P/F		
7	POS Debit (Signature)	$0.00 – unlimited per deposit	N/A	N/A	Y	P/F		
8	Teller cash withdrawals at any in-network branch	$0.00 – unlimited per deposit	N/A	N/A	Y	P/F		
9	Teller cash withdrawals at any MasterCard/Visa member branch	1 free withdrawal per deposit	N/A	$0.00 unlimited	Y	Points		The Bank will exceed the minimum by offering $0.00 unlimited.
10	Direct Deposit Transfer from Debit Card	$0.00 – unlimited per deposit	N/A	$0.00 – unlimited per deposit	Y	P/F		
11	Modify direct deposit transfer	$0.00 unlimited per deposit	N/A	$0.00 – unlimited per deposit	Y	P/F		
12	ACH Transfer Direct Deposit	$0.00 unlimited	N/A	$0.00 unlimited	Y	P/F		

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	Transaction Description	Bidder Minimum Required Service	ATM Owner May Apply Surcharge (Y/N)	Bidder Offer	Bidder Agrees to Minimum required (Y/N)	Evaluation (P/F or Points)	Bidder Alternative Offer (May not qualify for evaluation)	Bidder Comment (Indicate if Service not available)
13	Change payment card to Initiate/ modify direct deposit	$0.00 unlimited	N/A	$0.00 unlimited	Y	P/F		
14	Charge to initiate or terminate direct deposit	$0.00 unlimited	N/A	$0.00 unlimited	Y	P/F		
15	PIN Changes – Web/IVR/CSR	$0.00 unlimited	N/A	N/A	Y	P/F		
16	Web customer service functions	$0.00 unlimited	N/A	N/A	Y	P/F		
17	IVR Customer Service	$0.00 unlimited	N/A	N/A	Y	P/F		
18	Live operator Customer Service	Minimum two free per deposit	N/A	$0.00 unlimited	Y	Points		The Bank will exceed the minimum by offering $0.00 unlimited.
19	Live operator Customer Service-Dispute resolution calls	$0.00 unlimited	N/A	N/A	Y	P/F		
	Level Two Transactions							
20	Account Enrollment	$0.00 per enrollment	N/A	N/A	Y	P/F		
21	Monthly Paper Statement-Mailed	$0.00 per statement	N/A	N/A	Y	P/F		
22	Monthly Account Statement- Expedited Delivery	No minimum defined	N/A	$0.00 per statement	Y	Points		
23	Monthly Account Statement-Online	$0.00 per statement	N/A	$0.00 per statement	Y	P/F		
24	Paper Statement – Archived Retrieval	No minimum defined	N/A	$0.00 per statement	Y	Points		
25	Monthly Maintenance Fee	$0.00 per month	N/A	N/A	Y	P/F		

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002827

	Transaction Description	Bidder Minimum Required Service	ATM Owner May Apply Surcharge (Y/N)	Bidder Offer	Bidder Agrees to Minimum required (Y/N)	Evaluation (P/F or Points)	Bidder Alternative Offer (May not qualify for evaluation)	Bidder Comment (Indicate if Service not available)
26	Replacement Cards	Minimum 2 per year at No Charge	N/A	$0.00 unlimited	Y	Points		The Bank will exceed the minimum by offering $0.00 unlimited.
27	Additional Cards issued to family members or authorized representatives	Minimum 1 per account owner per year at no cost	N/A	$0.00 unlimited	Y	Points		The Bank currently supports authorized representative card issuance today and will continue to do so.
28	Re-issue of expired card with balance in account	No charge on re-issue if funds remain in account	N/A	N/A	Y	P/F		
29	Expedited Card Delivery Requests	No minimum defined	N/A	Shipping Costs ($10.00 maximum)	Y	Points		Dependent upon shipping costs, cardholder may be charged less than $10.00
30	Overdrawn Account	No interest or fee charged for overdrawn account	N/A	N/A	Y	P/F		
31	Maintenance of Inactive Accounts	Minimum 12 months free of charge	N/A	$0.00 unlimited	Y	Points		The Bank will exceed the minimum by offering $0.00 unlimited.
	Level Three Transactions							
32	Legal Process	$0.00 unlimited	N/A	N/A	Y	P/F		
33	Check Issuance to close Account	No minimum defined	N/A	$0.00	Y	Points		

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002828

	Transaction Description	Bidder Minimum Required Service	ATM Owner May Apply Surcharge (Y/N)	Bidder Offer	Bidder Agrees to Minimum required (Y/N)	Evaluation (P/F or Points)	Bidder Alternative Offer (May not qualify for evaluation)	Bidder Comment (Indicate if Service not available)
34	International ATM Withdrawal	No minimum defined	Y	$1.00	Y	Points		All International ATM withdrawals will be assessed $1.00 fee, excluding the over 70,000 Global ATM Alliance ATMS, which are unlimited at no fee and no surcharge/ convenience fee.
35	International ATM Balance Inquiry	No minimum defined	Y	$0.00 Unlimited	Y	Points		The Bank is not aware of any international ATM operator that assesses a surcharge, but cannot guarantee or control an assessment of a fee.
36	Currency Conversion	No minimum defined	N/A	2%	Y	Points		2 % of U.S. dollar amount of transaction
37	Revertment Mailing	No Minimum defined	N/A	$0.00	Y	Points		
38	Email or Wireless alerts	No minimum defined	N/A	$0.00	Y	Points		
39	Online Bill Pay	No Minimum defined	N/A	$0.00	Y	Points		

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002829

	Transaction Description	Bidder Minimum Required Service	ATM Owner May Apply Surcharge (Y/N)	Bidder Offer	Bidder Agrees to Minimum required (Y/N)	Evaluation (P/F or Points)	Bidder Alternative Offer (May not qualify for evaluation)	Bidder Comment (Indicate if Service not available)
Additional Bidder Defined Services:								
40	Emergency Cash Transfer Domestic			$15.00	Y			Optional value added service for Emergency Cash Transfer via Western Union. (All emergency cash transfers must be initiated through the California Employment Development Department Debit Card Customer Service Center.)
41	International ATM Withdrawal – Global Alliance ATMs		N	$0.00 unlimited	Y			The Bank offers all International ATMs performed at the over 70,000 Global Alliance ATM as surcharge-free – and – $0.00 unlimited
42								
43								
44								
45								
46								
47								
48								

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002830

Disclosures

Some services offered to State of CA Employment Development Department within this proposal response are subject to the initial and subsequent satisfactory review of the financial statements of the State of CA Employment Development Department, approval by Bank of America, N.A. and satisfactory completion of any necessary bank documentation.

Bank of America continually evaluates, adapts and modifies our financial center retail network, operations centers and platforms to fit the evolving needs of our customers and our business. Therefore, the financial center, vault and/or processing center hours of operation, locations and platforms, while current as of this proposal, are subject to change in the future. Any changes will be communicated in a timely and comprehensive manner.

Bank of America, N.A. offers a wide array of services to its clients. Each service has many features and options. In the course of providing these services we may employ agents, employees or subcontractors (vendors) to service all of our clients utilizing a service in general rather than to service a particular client. In general, we will disclose in a proposal response any agents, employees or subcontractors (vendors) retained by us exclusively for, and which are dedicated solely to, the provision of services to a specific client and/or contract.

Please note that the quoted terms, conditions, and pricing are valid during the evaluation process for 120 days from the proposal due date, unless expressly reaffirmed in writing. Bank of America is prepared to discuss further if the EDD requires more than 120 days to confirm its award decision. All quoted pricing – cardholder fees and revenue share – are subject to change in the event of a substantive regulatory or legislative event that significantly alters revenue or cost dynamics, such as Interchange restrictions or caps.

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Connecting California to Infinite Possibilities

Response to State of California Electronic Benefit Payments | Solicitation RFP No. 65466

Volume III – Revenue Share Model | MASTER COPY

Submitted by:

Dawn Haddock
Director, Sr. Treasury Sales Officer
916.326.7825
dawn.e.haddock@baml.com

Jonathan Millard
SVP, Market Leader
415.913.2834
jonathan.millard@baml.com

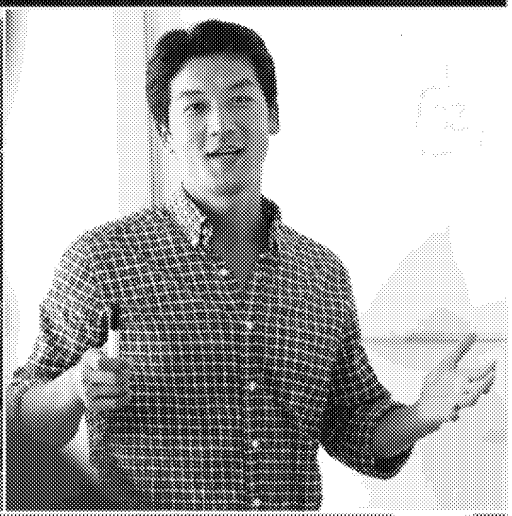
Sabrina Clark
VP, Project Manager
916.730.2948
sabrina.clark@bankofamerica.com

August 21, 2015

Bank of America
Merrill Lynch









Bank of America
Merrill Lynch

August 21, 2015

Rose Liu
Employment Development Department
800 Capitol Mall, MIC #62-C
Sacramento, CA 95814

Dear Ms. Liu:

Bank of America Merrill Lynch is pleased to present to the State of California, Employment Development Department (the EDD) our Revenue Share Proposal for your Electronic Benefit Payments (EBP) program.

Our proposed revenue share complies with all state, federal and financial industry regulations. The model we present will help you in offsetting program costs associated with managing the UI and SDI programs by sharing a portion of the Interchange Fees and not fees paid by the claimants.

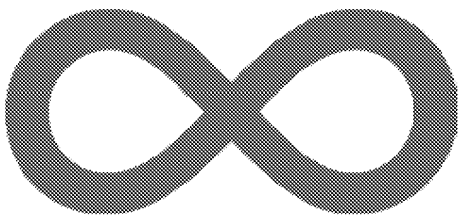
Over the past five years we have had an opportunity to have discussions with the EDD around the economics of the EBP program and have worked together to establish revenue share. Our deep knowledge of program financials allows us to present to the EDD an adjusted fair and responsible revenue share.

Thoughtful analysis drove our proposed Revenue Share Model, with the primary considerations being:

- **Sustainability:** Since 2010 the government disbursement prepaid card landscape has changed, with two of the largest providers exiting the segment due to stressed economics and an evolving regulatory environment. It is critical that Bank of America work with the EDD to maintain a program that is economically sustainable, ensuring seamless program management for the EDD and its claimants.

- **Knowledge:** Simply put, since our 2010 proposal, we have learned a great deal about providing large scale programs. We have adapted our infrastructure from end-to-end to support the scale and customization of the EDD program: from upgraded teller cash terminals in our banking centers to the installation of additional ATMs, to custom file translation, funding processes and IVR flows. We have effectively managed our cost structures, leveraging scale and operating efficiency to provide an industry-best program for the EDD and its claimants.

- **Market Forces:** Fortunately, since 2010 the labor market has significantly improved, resulting in fewer claimants and the elimination of the Federal Benefits extension. While these realities are of course positive, the effects on this specific program which is built on scale are in fact negative.



- **Partnership:** We are tremendously proud of our relationship with the EDD. It is built on trust and the successful servicing of millions of EDD claimants. While we know of no other state disbursement program that offers a revenue share, we also recognize our unique partnership, and the importance of a fair and equitable relationship that drives a sustainable program that does not sacrifice claimant servicing.

We look forward to further discussions of our proposed Revenue Share Model.

Sincerely,

Dawn Haddock
Director, Senior Treasury Sales Officer

555 Capitol Mall | Sacramento, CA | 95814
Phone: 916.326.7825 | **Email:** dawn.e.haddock@baml.com | **Fax:** 415.633.0156

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Attachment V1.1 Revenue Share 1
Disclosures 2

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Attachment V1.1 Revenue Share

Revenue Share

The EDD must adopt a service that will assist in offsetting program costs associated with managing the UI and SDI programs by sharing a portion of the Interchange Fees earned by the contractor and/or its subcontractors, and not fees paid by the claimants. The proposed revenue share must comply with requirements of any state, federal or financial industry regulation. A response to this section of the RFP is required. Failure to include a revenue share figure will be a material deviation and the bid will be rejected.

Bidders shall complete the Revenue Share Model below with their proposed amounts and submit with their proposal in Volume III Revenue Share Model in a separately sealed, marked envelope as instructed in Section VII PROPOSAL FORMAT.

Bank of America carefully assessed external variables, consulting with both internal and external economists to better understand likely unemployment rates in the State of California and the anticipated Targeted Federal Funds Rate (TFFR) over the next contract term. Forecasts indicate a climbing TFFR that will exceed the floor proposed below, which will drive growing revenue share with the EDD. While we cannot guarantee specific rates, the best economic data available to Bank of America strongly indicates higher year-over-year increases. We are available to discuss this further.

Our economic proposal puts the claimant first. We have strived to maintain best-in-industry claimant pricing and servicing, while operating the industry's most robust data security, fraud mitigation, and processing capabilities. We have continuously sought to drive further operating efficiencies without sacrificing any level of service. This proposed floor rate enables Bank of America to sustain this program, while continuing to provide the EDD with fair and equitable revenue share.

Bidder's Proposed Revenue Share

Average Collected Daily Balance (ACDB) in the SDI and UI trust account times 50% of the Targeted Federal Funds Rate (TFFR) divided by 365 [or 366 in leap years]times the number of days in the month [ACDB x (TFFR x .50) ÷ by 365 [or 366 in leap years] x ## of days in the month].

There will be a floor of 40 basis points if 50% of the TFFR is less than the floor basis points for that month's calculation. Revenue Share shall be paid to EDD monthly by the fifth business day of the calendar month for the previous month's revenue.

During the contract term, the TFFR as set by the Federal Open Market Committee (FOMC) may be replaced with another published index if the EDD and Contractor mutually agree to this change.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER BANA_EDD_MDL-00002836

Disclosures

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CSG
Dist. 5/14/18 LO

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD 213A (Rev 06/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
M6100352	1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below:
   STATE AGENCY'S NAME
   Employment Development Department
   CONTRACTOR'S NAME
   Bank of America NA
2. The term of this Agreement is: August 1, 2016 through July 31, 2021
3. The maximum amount of this Agreement after this amendment is: $0.00 No Dollars and No Cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

That Agreement entered into August 1, 2016 by and between the Employment Development Department, hereinafter referred to as EDD, and Bank of America NA, hereinafter referred to as Contractor, is hereby amended to:

Modify the revenue sharing calculation used for the Contract. This modified revenue sharing calculation will use the Effective Federal Funds Rate instead of the current Targeted Federal Funds Rate.

Specific

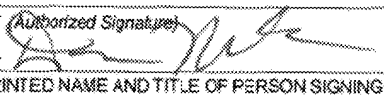
Add Exhibit F, Amendment to EDD Agreement Number M6100352.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
Bank of America NA

BY *(Authorized Signature)*


DATE SIGNED *(Do not type)*
5/9/2018

PRINTED NAME AND TITLE OF PERSON SIGNING
Dawn Haddock, Director, Municipal Banking and Markets - Public Sector Banking

ADDRESS
555 Capitol Mall, Sacramento, CA 9581-44503

STATE OF CALIFORNIA

AGENCY NAME
Employment Development Department

BY *(Authorized Signature)*


DATE SIGNED *(Do not type)*
5/14/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Sheri L Collins, Manager, Contract Services Group

ADDRESS
800 Capitol Mall, MIC 62, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

☒ Exempt per:

DGS Exemption Letter No. 54.5

EXHIBIT F

This Amendment may be executed in counterparts by the different Parties to the Amendment, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

State of California Employment Development Division

Sheri L. Collins
(Signature)

Sheri L. Collins
(Print Name)

Manager, Contract Services
(Print Title)

5/14/18
(Print Date)

Bank of America, N.A.

(Signature)

Dawn Haddock
(Print Name)

SVP, Sr. Client Manager
(Print Title)

5/9/2018
(Print Date)

California Labor and Workforce Development Agency

EDD Employment Development Department
State of California

Edmund G. Brown Jr.
Governor

May 21, 2018

Bank of America
555 Capitol Mall, Suite 765
Sacramento, CA 95814-4503

Attn: Dawn Haddock

SUBJECT: EDD AGREEMENT NUMBER M6100352 AMENDMENT 1

Enclosed is your copy of the above-referenced fully executed Amendment. If you have questions, please call me at (916) 654-7549.

Thank You!

CORY BUTTLER
Contract Analyst

Enclosures

Bank of America

Second Amendment to EDD Agreement Number M6100352

This Second Amendment to EDD Agreement Number M6100352 (this "**Second Amendment**") is dated May 15, 2020 (the "**Second Amendment Effective Date**"), by and between the State of California Employment Development Department (the "**State**") and Bank of America, N.A. (the "**Bank**") (collectively, the "**Parties**") and amends EDD Agreement Number M6100352, between the Parties, dated October 13, 2015 (the "**Original Agreement**"), as previously amended by the Amendment thereto between the Parties, dated May 14, 2018 (the "**First Amendment**") (the Original Agreement, as amended by the First Amendment, the "**Agreement**"). Any capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

I. The Agreement between the State and the Bank addresses Electronic Benefit Payments for unemployment and disability claimants in California ("**Claimants**").

II. The COVID-19 pandemic declared by the World Health Organization on March 11, 2020 (the "**Pandemic**") has adversely affected the lives of millions of workers in California.

III. Prior to the Second Amendment Effective Date, the Parties acknowledge that references in the Agreement to "debit cards," "prepaid debit cards," "prepaid cards" or similar terminology were to physical cards (collectively, "**Physical Cards**").

IV. The Parties have discussed the Agreement, and they agree that in order to meet the increased demand for benefits, the Bank will supplement the services under the Agreement currently offered through the issuance of Physical Cards with the issuance of Digital Prepaid Cards (as defined below), primarily as a means to facilitate electronic transfers of funds to Claimants who have deposit accounts.

NOW THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above recitals are stated by the Parties as true.

2. Digital Prepaid Card Definition. A "**Digital Prepaid Card**" means a unique 16-digit primary account number issued by the Bank that accesses unemployment or disability funds designated for a cardholder in a prepaid account. A Digital Prepaid Card is also commonly referred to as a "Virtual Prepaid Card" or a "Digital Virtual Card."

3. Amendments to the Agreement to Include Digital Prepaid Cards. The Agreement shall be amended to account for the Bank's issuance of Digital Prepaid Cards to Claimants as follows:

   a. Any references in the Agreement to "debit cards," "prepaid debit cards," "prepaid cards" or similar terminology shall include Digital Prepaid Cards, and all terms of the Agreement that apply to Physical Cards shall apply to Digital Prepaid Cards, except as otherwise provided herein. Digital Prepaid Cards shall not be considered an "alternative disbursement method," "alternative disbursement payment method," "digital disbursement" or any other alternative method of payment of claims to Claimants to be made available by the Bank to the State under the Agreement.

   b. Any references in the Agreement to the design, layout, content, technical specifications, or any other physical attributes, of Physical Cards shall not apply to Digital Prepaid Cards.

   c. The Bank shall provide each Digital Prepaid Card (including any replacement Digital Prepaid Card), and informational, marketing and other materials in connection with the issuance of a Digital Prepaid Card, electronically to each Claimant who has consented to receive a Digital Prepaid Card as set forth herein, in accordance with applicable law and as otherwise determined to be necessary and appropriate by Bank in its sole discretion. Such materials shall not include components associated with physical delivery. Any references in the Agreement to Physical Cards or materials being mailed to an address, sent via the United States Postal Service, or sent via any method other than electronically, to Claimants shall not apply to Digital Prepaid Cards or the materials provided in connection therewith. The Bank shall have no obligation to account for Digital Prepaid Cards in any reports to the State on the physical delivery of Physical Cards to Claimants.

   d. The State acknowledges and agrees that all transactions or services available for Physical Cards may not be available for Digital Prepaid Cards, including (i) ATM transactions (cash withdrawal and balance inquiry), (ii) in-person teller cash access transactions at the Bank or any other depository institution, and (iii) in-person point-of-sale transactions (purchases and cash access) at merchants that do not accept mobile wallets.

4. Notices and Consents; Issuance of Digital Prepaid Cards.

   a. The State shall provide notice to each Claimant in one or more subsets, the composition of which subset(s) will be mutually agreed by the State and the Bank, of Claimants who are eligible for a Physical Card under the Agreement that such Claimant may consent to instead receive a Digital Prepaid Card if such Claimant: (i) has a deposit account under Claimant's control at a depository institution; (ii) satisfies the hardware and software requirements notified by the Bank to the State from time to time necessary for a Claimant to access the Bank's Digital Prepaid Card website; and (iii) accepts the shorter delivery time for a Digital Prepaid Card vis-à-vis Physical Cards and the limitations on

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transactions and services applicable to a Digital Prepaid Card as set forth in Section 3.d. Such consent shall be in a form agreed between the Bank and the State.

b. If the State obtains such consent from a Claimant, the State shall notify the Bank thereof and provide to the Bank information necessary for the Bank to issue a Digital Prepaid Card to such Claimant. Within a reasonable period of time after receipt of such information, the Bank shall issue a Digital Prepaid Card to such Claimant in lieu of a Physical Card. The State shall provide evidence of such consent obtained from any Claimant to the Bank upon request.

c. The State's obligation to provide the notice described in Section 4(a) above shall begin on Monday, May 18, 2020 (notwithstanding anything to the contrary herein) and survive for so long as this Second Amendment is effective.

5. Pilot Program. The State acknowledges and agrees that the issuance of Digital Prepaid Cards by the Bank under this Second Amendment is a pilot program. Notwithstanding anything in the Agreement or this Second Amendment to the contrary:

a. The Bank may in its sole discretion deviate from features, characteristics or attributes of Physical Cards, or other obligations imposed on the Bank in respect of Physical Cards, set forth in the Agreement in the case of Digital Prepaid Cards based on the differences between Physical Cards and Digital Prepaid Cards;

b. The Bank may in its sole discretion impose limitations on the number of Digital Prepaid Cards it issues to Claimants; and

c. If the Parties desire the issuance of Digital Prepaid Cards to continue beyond the pilot program phase, the Parties will negotiate in good faith the terms and conditions that will thereafter apply to the issuance of Digital Prepaid Cards.

6. Termination of Digital Prepaid Card Issuance. Notwithstanding anything in the Agreement or this Second Amendment to the contrary, Bank may in its sole discretion determine to no longer issue Digital Prepaid Cards to Claimants and terminate this Second Amendment at any time upon written notice to the State. If the Bank so terminates this Second Amendment, this Second Amendment, and any amendments to the Agreement hereunder, shall become null and void and shall have no further force or effect.

7. Other Terms Unaffected. All of the terms of the Agreement not expressly modified herein shall continue in full force and effect.

8. Effective Date. This Second Amendment shall become effective as of the Second Amendment Effective Date.

This Second Amendment may be executed in counterparts by the different Parties to this Second Amendment, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

State of California Employment Development Department	**Bank of America, N.A.**
Sandy Mendes	
(Signature)	(Signature)
Sandy Mendes	Dawn Haddock
(Print Name)	(Print Name)
BOPSD Division Chief, EDD Procurement Officer	Sr Client Manager
(Print Title)	(Print Title)
May 15, 2020	May 15, 2020
(Print Date)	(Print Date)

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CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

By using or allowing another to use your California Employment Development Department Debit Card, you agree to be bound by the terms and conditions of this California Employment Development Department Debit Card Account Agreement ("this Agreement"). This Agreement discloses the terms and conditions of your California Employment Development Department Debit Card and you are not entitled to any rights or benefits given to deposit account customers or debit card holders at Bank of America, N.A. unless such rights or benefits are contained in this Agreement. **Please read this Agreement and the enclosed Fee Disclosure and Other Important Disclosures ("Fee Disclosure") carefully and keep it for future reference.** In this Agreement: "Account" means the account accessed by your Card; "Card" or "Government Prepaid Debit Card" means the Government Prepaid Debit Card issued by us on behalf of California Employment Development Department ("EDD") to enable you to receive Unemployment or State Disability Insurance benefits to eligible recipients, "you" and "your" mean the recipient to whom we issue a Card or his or her legal representative; and "we", "us", and "our" mean Bank of America, N.A.

1. General Information.

General Account Information. Your Account is funded by the EDD with deductions for transactions and fees as more fully described in this Agreement. No interest is paid on the balance for any period of time.

Individual Accounts Only. Each Account is individually owned by the recipient who receives payments from the EDD. No joint ownership of an Account is permitted. You may have only one Card for each Account.

Accounts are Not Transferable. Your Account is not transferable to any other person. We reserve the right not to acknowledge or accept attempted pledges or assignments of, or purported security interests in, your Account.

Business Days. For purposes of this Agreement, our business days are Monday through Friday, excluding bank holidays.

2. Deposits to Your Account and Funds Availability.

Funds Added to Your Account. Deposits to your Account may only be made by the EDD. We will add funds to your Account only (a) in accordance with instructions from the EDD or (b) to remedy an error made by us or by someone who has accepted your Account. For information on the amounts and scheduled dates of additions to your Account, please contact the EDD. Once funds are properly deposited, the EDD has no rights to any funds in your Account, except as otherwise provided by law or the rules of the network used to make the deposit.

When Funds are Available for Withdrawal. Funds are available for your use on the day we have been instructed by the EDD to fund your Account. Once the funds are available, you may make the transactions described below. Funds received by us may be delayed for a longer period if there is an emergency, such as failure of computer or communications. We will notify you if we delay your ability to make transactions as a result of an emergency and we will tell you when funds will be available.

Overpayments and Reversals. If funds to which you are not entitled are deposited to your Account by mistake or otherwise, we may deduct these funds from your Account. If there are not enough funds, we may overdraw your Account. We can do this without giving you any prior notice or demand.

"Freezing" Your Account. If we suspect irregular, unauthorized, or unlawful activities may be involved with your Account, we may "freeze" (or place a hold on) the balance pending an investigation of such suspected activities. If we freeze your Account, we will give you a notice required by law.

3. Transfer Types and Limitations.

Account Access. You may use your Card to:

(1) Pay for purchases at places that have agreed to accept the Card as described below.

(2) Withdraw cash from your Account including by way of Emergency Cash Transfers as described below.

(3) Transfer funds from your Account to a checking or savings account owned by you in the United States whenever you request as described below.

(4) Pay bills directly (by telephone) from your Account in the amounts and on the days you request

Some of these services may not be available at all terminals.

Purchases. Your Card bears the Visa® symbol on the front face. Your Card may be used for purchases at merchants who accept Visa debit cards at a point-of-sale ("POS") terminal. Visa transactions may be made by presenting your Card and signing the receipt. You may also use your Card for purchases at POS terminals that require a Personal Identification Number ("PIN"). Some merchants will accept a transaction for an amount greater than the goods or services purchased and will refund the difference to you in cash.

Use at Cirrus® or Visa Automated Teller Machines. Your Card may be used for transactions at Cirrus or Visa Automated Teller Machines ("ATMs") to make cash withdrawals or balance inquiries requiring a PIN. See the Fee Disclosure for fees which may apply to ATM transactions. Most ATMs require that cash withdrawals be made in multiples of a dollar amount (e.g. $10 or $20). In addition, some ATM operators have maximum amounts that may be withdrawn at a machine in one transaction. Many merchants limit the amount of cash that may be obtained in connection with a purchase transaction.

Obtaining Cash. Offices of financial institutions that accept Visa cards, including Bank of America banking centers, will accept your Card for obtaining cash.

Online Funds Transfer. Your Card can be used to transfer funds online to a checking or savings account owned by you in the United States, subject to certain restrictions. This type of transfer may only be requested online via the Internet at www.bankofamerica.com/eddcard. Once funds are transferred, you will not be able to have the funds returned to your Account if the routing number or account number you provide for your checking or savings account is not correct.

Emergency Cash Transfers. You may obtain cash at a Western Union location in the United States ("Emergency Cash Transfer"). All Emergency Cash Transfer requests must be initiated through the Bank of America California Employment Development Department Debit Card Service Center (the "Service Center"). All requests for Emergency Cash Transfers are subject to the Emergency Cash Transfer Fees stated in the Fee Disclosure. All requests for Emergency Cash Transfers are subject to Western Union guidelines which could vary by state and could include certain dollar limits, identification requirements and other restrictions. If you request an Emergency Cash Transfer, you agree that we have no liability for any losses or damages that you may suffer arising out of any action, non-action or delayed action on the part of Western Union or its agents or any other third party.

Limitations on Frequency of Transfers. You may withdraw up to $1,000 from any ATM each 24-hour period using the Card. For security reasons, there may be limits on the amount, number or type of transactions that you can make using your Card, and we may restrict access to your Card if we notice suspicious activity.

4. Additional Account Agreements.

Account Alert Service. You may sign up online for text or email alerts (the "Account Alert Service") to the mobile device or email address provided by you. Text or email alerts are dependent upon users providing a valid and current Internet email address or valid mobile device phone number. You can set up alert messaging options online at www.bankofamerica.com/eddcard. After signing up for the Account Alert Service, you must respond with an appropriate code to an alert sent to your mobile device (double opt-in) in order to begin receiving text message alerts. If you do not respond with the code provided in the alert, the Account Alert Service is not authorized. Each message references the last four digits of the Card for which the alert is sent. To change your alert messaging options or to discontinue the Service, go to www.bankofamerica.com/eddcard.

If you sign up for the Account Alert Service, you agree that we may send you text alerts through your wireless service provider. We do not charge for the Account Alert Service, but you are responsible for all charges and fees associated with usage of email or text messages imposed by your Internet, wireless, or cellular service provider(s).

Depending on the timing and the delivery mechanism, your balance may not reflect your most recent transactions. We assume no responsibility for transactions that may affect your balance after daily processing.

You understand and agree that the information provided to you by email or text alert is provided "as is" without warranty of any kind, either expressed or implied, and that we assume no responsibility for the timeliness, deletion, misdelivery, errors in the content of any email or text alerts or failure to store any user communications or personalization settings. In no event shall we be liable for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or provision of this information.

The Account Alert Service can be terminated if we determine that your mobile device or email address does not support delivery of alerts, or if you have de-listed your mobile device or email address. In addition, we reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Account Alert Service (or any part thereof) with or without notice.

Refunds and Merchant Disputes. You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund, it is made on a credit voucher and will appear in your next monthly Account statement or in your Account history. You must settle any disputes you have about the goods or services directly with the merchant. We are not liable for any misrepresentations that a merchant makes about the goods or services you purchase with your Card, or if a merchant for any reason refuses to accept your Card or fails to abide by the applicable network rules governing your Card.

Legal Transactions. You agree that you will only use your Card for transactions that are legal. For example, Internet gambling transactions may be illegal in your state. Display of a Visa or other logo by an on-line merchant does not mean that the transaction is legal where you conduct it. You agree that we may decline transactions we believe may be illegal or in violation of the applicable network rules. You also agree that if we do not decline the transaction, we may charge your Account and we are not liable to you if you engage in an illegal transaction.

ATM Safety. Please refer to the safety tips for using your Card at ATMs found on the mailer that came with your Card.

5. Your Responsibility for Authorized Card Account Use and Negative Balances.

Use of Card and PIN. Your Card and PIN are provided for your use and protection and you will:

(a) Not disclose your PIN or record it on your Card or otherwise make it available to anyone else;

(b) Use your Card, your PIN and any ATM only as instructed;

(c) Promptly notify us of any loss or theft of your Card or PIN; and

(d) Be liable for the authorized or permitted use of your Card and PIN.

Authorized Use of Card. If you authorize someone else to use your Card or PIN, you will be responsible for any transactions initiated by such person(s) with your Card or PIN. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use your Card.

Negative Balances. The amount available on your Card will be reduced by the amount of your transactions plus applicable fees. There is no overdraft/credit feature on your Account. However, if a negative balance does occur in your Account, you agree (a) that we may take the amount of the negative balance from subsequent additions to your Account or (b) to pay us on demand the amount of the negative balance.

6. Bank Fees.

Fee Disclosure. Bank fees associated with your Card are listed in the Fee Disclosure. These fees are imposed by us and retained by us. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Payment of Fees by You. You agree to pay all fees listed in the Fee Disclosure. Fees will be taken from the balance of your Account as they occur. The EDD may not charge you any fees in connection with your Card or your Account.

Foreign Transactions/Fees. If you use your Card to purchase goods or services in a foreign currency or in U.S. dollars with a foreign merchant or to obtain currency from an ATM or an office of a financial institution in a foreign country (a "Foreign Transaction"), we will assess an International Transaction Fee. Please note that Foreign Transactions include U.S. Internet transactions made in the U.S. but with a foreign merchant. If the Foreign Transaction is made in U.S. dollars, the International Transaction Fee will be the percentage of that U.S. dollar amount as disclosed in the Fee Disclosure. If the Foreign Transaction is made in a foreign currency, Visa or Mastercard will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be the percentage of that converted U.S. dollar amount as disclosed in the Fee Disclosure. Any International Transaction Fee will be shown in the transaction section of your monthly Account statement or in your Account history. The currency conversion rate used by Visa will be either (1) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (2) a government-mandated rate in effect for the central processing date. The currency conversion rate used by Mastercard will be either (1) a wholesale market rate selected by Mastercard, or (2) a government-mandated rate. The rate used by Visa or Mastercard on the processing date may differ from the rate on the date of your transaction.

7. Right to Receive Documentation of Transactions

a. Terminal Receipts. You usually can get a receipt at the time you make any transaction with your Card at an ATM, teller or POS; except that you may not get a receipt if the amount of the transaction is $15 or less. ATM receipts are not final because each transaction is subject to verification by us. If the receipt and our records conflict, our records will govern.

b. Preauthorized Credits. You can call us at 1.866.692.9374, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.), to find out whether or not a direct deposit has been made.

c. Delivery of Statements and Notices. If you request to receive your monthly Account statement by mail, we will deliver it to the last address we have on our records for you. (See the Fee Disclosure for the fee for receiving monthly Account statements by mail.) You agree to notify us promptly, in writing, at the address listed in Section 11 below, of any change of address or you may change your address online at www.bankofamerica.com/eddcard. If you receive your monthly Account statement by mail, you may request that rather than receiving it by mail, you may review it electronically. If you wish to do so, you may make this request online at www.bankofamerica.com/eddcard or you may contact the Service Center at the address or phone number below.

CARDHOLDERS WHO DO NOT RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL

Access to Your Account Information. You may obtain information about the amount of money you have remaining in your Account by calling 1.866.692.9374, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.). That information is also available when you make a balance inquiry at an ATM. This information, along with a 12-month history of Account transactions, is also available online at www.bankofamerica.com/eddcard.

You also have the right to obtain a 24-month written history of Account transactions by calling 1.866.692.9374, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.), or writing to us at: Bank of America, P.O. Box 8488 , Gray, TN 37615-8488. You will not be charged a fee for this information unless you request it more than once per month.

Prompt Review of Account Information. You agree to promptly review your Account information and to notify the Service Center at the address or phone number above at once if any Account information shows transactions that you did not make or authorize. Section 11 below has more specific information about disputing transactions, fees, or errors.

CARDHOLDERS WHO RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL

Monthly Card Account Statements. Upon your request, we will provide you with an Account statement monthly for every month in which your Account is open. The statement will include information about the transactions you made, deposits, fees and adjustments to your Account. A fee may apply to receive a monthly paper statement. For more information see the Fee Disclosure.

Prompt Review of Statements. You agree to promptly review your monthly Account statements and to notify the Service Center at the address or phone number above at once if any statement shows transactions that you did not make or authorize. Section 11 below has more specific information about disputing transactions, fees, or errors shown on your monthly Account statement.

8. Claims by Third Parties Against Your Account.

Claims or Disputes by Third Parties Concerning Your Account. If a third party makes a claim against funds in your Account, or if we have reason to believe there is or may be a dispute over matters such as the ownership of your Account or the authority to withdraw funds, we may, in our sole discretion and in accordance with applicable state or federal law (a) continue to rely on current enrollment forms or other Account documents, (b) honor the competing claim upon receipt of evidence we deem satisfactory to justify such action, (c) freeze all or part of the funds until the dispute is resolved to our satisfaction, or (d) pay the funds into an appropriate court of law for resolution.

Liens and Attachments. Following receipt by us of any notice of lien, process in attachment, garnishment or other proceeding relating to you or your Account, we are authorized, without notice to you, unless otherwise required by law, to withhold transfer of so much of the balance of your Account as may be the subject of such notice or process, and to pay such amount to the court or creditor, in accordance with applicable state or federal law without responsibility to you for such withholding or payment or for refusal to honor transfers made by you.

9. Bank of America's "Zero Liability" Policy for Unauthorized Transactions.

Federal law (described in the section below entitled "Regulation E Liability Disclosure; Your Liability in Case of Loss, Theft, or Unauthorized Transactions") may limit your liability for unauthorized transactions on your Account, but you may still be liable in some circumstances. Under the Bank of America "zero liability" policy, you may incur no liability for unauthorized use of your Card up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Card, Card number or PIN or its unauthorized use, subject to the following terms and conditions:

Excluded transactions. Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of a Card or Card number.

"Unauthorized" defined. A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if 1) you furnish your Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

"Reasonable" time defined. Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the time frames specified under the Electronic Fund Transfer Act or Regulation E (see Section 10 below).

Other considerations. We may ask you for a written statement, affidavit or other information necessary to support your claim. If you do not provide the requested materials within the time requested or within a reasonable time if no date is stated, and we have no knowledge of the facts or other documentation to further investigate or confirm your claim, our zero liability policy may not apply.

Limitation of our Liability. Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized card transaction covered by this policy. We are not liable for any claims, losses or damages that arise out of your misuse of the Card. We are not liable for any claims of special, indirect or consequential damages.

Your rights under Regulation E. If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in Sections 10 and 11 below, and we will automatically re-examine the claim in accordance with those rights.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

10. Regulation E Liability Disclosure; Your Liability in Case of Loss, Theft, or Unauthorized Transactions.

Contact Us Promptly. Please contact us at the numbers listed below AT ONCE if you believe your Card has been lost or stolen, or if you believe that someone may use or has used your PIN assigned to your Card without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account if you tell us within two business days after you learn of the loss or theft, you can lose no more than $50 for an unauthorized transaction or a series of related unauthorized transfers should someone use your Card or PIN.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as $500.

Also, if your monthly Account statement or your Account history shows transfers that you did not make, including those made by your Card, Card number, PIN or other means, tell us at once. If you receive a monthly Account statement and you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had contacted us on time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you do not receive a monthly Account statement and do not tell us within 60 days after the earlier of the date you electronically access your Account if the error could be viewed in your electronic history or the date we sent the FIRST written history on which the error appeared (but in any event within 120 days after the transaction allegedly in error was credited or debited to your Account), you may not get back any money you lost after the applicable 60 or 120 day period if we can prove that we could have stopped someone from taking the money if you had contacted us on time. If a good reason (such as a long trip or hospital stay) keeps you from notifying us, we will extend the time periods.

If you believe your Card has been lost or stolen, call us at 1.866.692.9374, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.) or write to: Bank of America, PO. Box 8488, Gray, TN 37615-8488.

NOTE: These liability rules are established by Regulation E which covers accounts that involve the use of a Card. Our zero liability policy, as described in Section 9 above, regarding unauthorized transactions may give you more protection, provided you report the transactions promptly. You should also note that when you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Remember, do not write your PIN on your Card or carry your PIN with you. This reduces the possibility of someone using your Card without your permission if it is lost or stolen.

11. Error Resolution.

In Case of Errors or Questions About Your Transactions:

Telephone us at: 1.866.692.9374
1.866.656.5913 TTY
423.262.1650 (Collect, when calling outside the U.S.)
Or write to:
Bank of America
P.O. Box 8488
Gray, TN 37615-8488

CARDHOLDERS WHO RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL

Call or write as soon as you can if you think your monthly Account statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

You will need to tell us:

(a) Your name and Card Account number.

(b) Why you believe there is an error, and the dollar amount involved.

(c) Approximately when the error took place.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

CARDHOLDERS WHO DO NOT RECEIVE MONTHLY ACCOUNT STATEMENTS BY MAIL

Call or write as soon as you can if you think an error has occurred in your Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared; but in any event you must report the error no more than 120 days after the transaction allegedly in error was credited or debited to your Account. You may request a written history of your transactions at any time by calling or writing to us at the numbers and address listed above. You will need to tell us:

(1) Your name and Card Account number.

(2) Why you believe there is an error, and the dollar amount involved.

(3) Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

WHEN YOU WILL HEAR FROM US.

We will determine whether an error occurred within 10 business days after we hear from you—and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call or write to us using the contact information listed above.

12. Our liability for failure to complete transactions.

If we do not complete a transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available money in your Account to make the transaction;
- If the ATM where you are making the transaction does not have enough cash;
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken;
- If your Card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card or PIN;
- If your Account is subject to some legal process, right of setoff or encumbrance restricting the transaction, or if the funds in your Account are not immediately available for completing a transaction.

13. Preauthorized Transactions

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us at 1.866.692.9374, 1.866.656.5913 TTY, or 423.262.1650 (Collect, when calling outside the U.S.), or write us at: Bank of America, PO. Box 8488, Gray, TN 37615-8488, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

Our Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

14. Privacy

As part of establishing your Account, you will receive with your Card a copy of the Prepaid Card Privacy Notice which generally addresses our policy for handling and disclosing information for your Card. You may view our Prepaid Card Privacy Notice at www.bankofamerica.com/prepaidprivacy. With respect to any information we collect from you as a result of your Card, we will only share such information related to your Account, from time to time, subject to any applicable financial privacy laws or other laws or regulations, (a) where it is necessary for completing transactions; (b) in response to any subpoena, summons, court or administrative order or other legal process which we believe requires our compliance; (c) in connection with collection of indebtedness or to report losses incurred by us; (d) in compliance with any agreement between us and a professional, regulatory or disciplinary body; (e) in connection with potential sales of businesses; (f) to service providers who help us meet your needs by assisting us in providing the services under this Agreement; or (g) if you give us your written permission.

15. Recording and Monitoring Telephone Calls.

We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.

16. Amendment/Termination.

Amendments. We may, at any time, change the terms and conditions in this Agreement, including the amount of any fee. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you at least 21 days' advance notice of an adverse change, including increased fees to you, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers. If a change is not adverse to you, however, we may make the change at any time without advance notice. If you do not agree with the change, you may close your Account. However, if you continue to use your Account or keep it open, you accept and agree to the change.

Our Closure or Suspension of Your Account. We may close or suspend your Account at any time. Your Card remains our property. We may cancel your right to use your Card at any time. Once your Account has been closed, you agree to discontinue using your Card. If we close your Account, we may, at our option, apply the remaining balance to a new account for your benefit. If you have not spent the remaining balance prior to Account closure, you may contact the Service Center to request a check for the remaining balance, less the Paper Check Fee.

Your Closure of Your Account. If, at the time you close your Account, all transactions have cleared and there is no remaining balance, your Account will be closed to further use. If there is a remaining balance, you may use your Card to reduce the balance to zero before closing your Account. Alternatively, you can contact the Service Center to request a check for the remaining balance of your Account, less the Paper Check Fee, or request an Emergency Cash Transfer. You understand that you are responsible for negative balances that occur after your notice of closure to the same extent as provided in this Agreement for an open Account. You agree to destroy your Card after your Account is closed.

17. Unclaimed Property.

Any remaining unclaimed balance will be reported and remitted as unclaimed property to the appropriate state as required by state law after a period of time defined by that state's law. After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

18. Governing Law/Severability.

This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of North Carolina. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

19. English Document Controlling.

As a service that we may provide to you at your request, we may communicate certain information to you in Spanish. Any legal clarifications which may need to be made will be based on the use and application of the English versions, including but not limited to this Agreement and the Fee Disclosure.

20. Fee Disclosure and Other Important Disclosures.

A copy of our Fee Disclosure and Other Important Disclosures is included with, and incorporated in, this Agreement.

Rev 10/17

DPP-047041

DPP-047041

Bank of America

California Employment Development Department Debit Card Account Agreement

Effective Date March 1, 2018

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

BANK OF AMERICA

Dawn Haddock
Senior Client Manager

Public Sector Banking
555 Capitol Mall, Suite 765
Sacramento, CA 95814
T 916.326.7825 M 480.287.1848
dawn.e.haddock@BofA.com

August 24, 2020

Sandra Mendes
Contracts Division Chief
Employment Development Department
State of California
800 Capitol Mall
Sacramento, CA 95814

Attn: Sandra Mendes

This Letter Agreement (this "**Letter**") is made by the State of California Employment Development Department (the "**EDD**") and Bank of America, N.A. (the "**Bank**") in reference to EDD Agreement Number M6100352 (as amended, the "**Agreement**"). This Letter is effective August 24, 2020 ("**Effective Date**").

The EDD and Bank agree as follows.

1. Temporary Modifications. From the Effective Date through June 30, 2021 (as such period may be extended by the parties hereto in writing (email is sufficient)):
    a. Any failure of the Bank to perform any of the obligations under the Agreement listed in **Appendix 1** hereto will be excused if such failure occurs despite the Bank's use of efforts that are commercially reasonable in the context of the COVID-19 pandemic.
    b. Certain accommodations to the Agreement requirements as listed in **Appendix 2** hereto shall apply.
    c. The Bank's obligation to produce cards (for newly created accounts and re-issued cards for existing accounts) for UI and SDI benefits, inclusive, per business day, is a maximum of 50,000 cards; provided that the Bank may issue additional cards.

    For clarity, the waivers in this Section 1 are for events occurring during the time period running from the Effective Date through June 30, 2021.
2. Events Prior to the Effective Date. The EDD waives any remedies it has under the Agreement with respect to any failure of the Bank to have met any specific obligations or service levels under the Agreement (despite exercising commercially reasonable efforts to meet them amidst the COVID-19 pandemic conditions) during the period from March 16, 2020 through the **Effective Date.**

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CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

BANK OF AMERICA

Dawn Haddock
Senior Client Manager

Public Sector Banking
555 Capitol Mall, Suite 765
Sacramento, CA 95814
T 916.326.7825 M 480.287.1848
dawn.e.haddock@BofA.com

This Letter may be executed in counterparts.

State of California Employment Development Department

SMendes
(Signature)

Sandy Mendes
(Print Name)

BOPSD Chief
(Print Title)

Bank of America, N.A.

(Signature)

Dawn Haddock
(Print Name)

Senior Client Manager
(Print Title)

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Appendix 1

Requirement Number	Requirement
36	The Contractor shall allow the EDD 15 working days for the review and approval of all artifacts developed by the Contractor in completion of these requirements.
40	The Contractor's administrative application shall, on average, process and respond to 98 percent of administrative inquiries within two (2) seconds and 100 percent of administrative inquiries, on average, within five (5) seconds, on a monthly basis.
156	The Contractor shall provide the EDD a service capacity and performance data report on a weekly basis in accordance with an approved DED. This report shall include at a minimum: IVR capacity, call center capacity, website capacity, transaction processing platform capacity
171	The Contractor shall develop, provide and maintain IVR documentation for the EDD approved scripts.
174	The Contractor shall provide to the EDD an updated EDD Customer Service Manual within 30 days from the date of any change to the EBP service.
181	The Contractor shall have the ability to process records 30% above highest production peak workload during the term of the contract.
202	The Contractor's blocked IVR calls shall be less than 5% of total calls on a monthly average.
203	The Contractor shall ensure that no call is transferred to voicemail or automatically disconnected from the queue.
204	The Contractor shall ensure that calls are not immediately placed on hold. A call immediately placed on hold when answered by a CSR does not meet the definition of "answered."
213	The Contractor shall have a EDD approved process for handling calls that exceed the IVR call capacity.
226	The Contractor shall, limit the average wait time to speak to a live CSR to no more than 30 seconds for 70 percent of the calls, and no more than two (2) minutes for all calls.
480	The Contractor shall report time slices at least hourly, for a 24 hour period beginning at 12 am for all IVR, CSC, and Website reports.
487	As required by EDD, the Contractor shall report on the number of calls abandoned in the IVR by inquiry type (options), language type, and the IVR scripting location.
490	As required by EDD, the Contractor shall report on the number of unique Automatic Number Identifications (ANIs) and the frequency they are accessing the toll free number.

Appendix 2

Requirement Number	Requirement
39	The Contractor's Website shall be available seven (7) days per week, twenty-four (24) hours per day and be available and operational 99.0% of the time as described in Attachment V.2 Statement of Work – EBP Service Requirements.
49	The Contractor shall ensure scheduled maintenance to the Administrative Applications will not exceed, in aggregate, four (4) hours of down time per month; unless agreed to with the EDD.
80	The Contractor shall process payment data within six (6) hours of receipt to disburse benefit payments.
82	The Contractor shall distribute the entire benefit amount to the EDD's benefit claimants within six hours of cash settlement in the Contractor's bank account.
90	The Contractor shall transmit, within six hours of cash settlement, benefit payment data back to the EDD.
92	The Contractor shall return exception data, within six hours of receipt of the demographic data, to the EDD indicating which accounts could not be established, including the error codes describing the reasons for exceptions.
98	The Contractor shall notify the EDD within two business days of any changes to EBP services that would affect the processes and activities presented in the EDD- approved Change Management Plan.
106	All enhancements to the EBP service shall follow the EDD's approved processes. In the event of emergency enhancements to the EBP service that deviate from previously approved processes, the enhancements shall be disclosed to the EDD within two business days.
164	The Contractor shall submit to the EDD for approval, prior to release, any material associated with the EBP service that is available to the public or the EDD's claimants via the Contractor's Website. In the event of emergency changes to material that deviate from previously approved processes, the changes shall be disclosed to the EDD within two business days.
169	The Contractor shall use the EDD approved scripts for the claimant IVR. In the event of emergency changes to IVR scripts that deviate from previously approved scripts, the changes shall be disclosed to the EDD within two business days.

170	The Contractor shall use EDD approved scripts in the Contractor's IVR and Call Centers for unanticipated events related to EBP processes and transactions. In the event of emergency changes to IVR and Call Center scripts that deviate from previously approved scripts, the changes shall be disclosed to the EDD within two business days
201	The Contractor shall provide and maintain a U.S.- based claimant IVR that is operational seven (7) days per week, twenty-four (24) hours per day, except for routine scheduled maintenance not to exceed four (4) hours per month.
224	The Contractor shall provide and maintain a CSC seven (7) days a week, twenty-four (24) hours per day, except for routine scheduled maintenance not to exceed four (4) hours per month.
225	The Contractor shall provide and maintain a CSC seven (7) days a week, twenty-four (24) hours per day, except for routine maintenance not to exceed four (4) hours per month.
274	The Contractor shall inform the EDD within two (2) hours of the loss of any contracted services including the service(s) disrupted and estimated time of recovery.
492	As required by EDD, the Contractor shall report on the number of calls to CSRs by inquiry type (options), language type, and IVR scripting location. Inquiry type reports do not have to be overlaid with language. Reports on inquiry type and language will be separate.
494	As required by EDD, the Contractor shall report on the average wait time (Average Speed of Answer) and total wait time to speak with a CSR by language type.
495	As required by EDD, the Contractor shall report on the average and total wait time in queue before abandoning while waiting to speak to a CSR by language type.
498	As required by EDD, the Contractor shall report on the number of calls answered by the CSR without being placed in a queue by language type.
499	As required by EDD, the Contractor shall report on the number of calls deflected (no available CSRs or queues are full) by total and by language type.
500	As required by EDD, the Contractor shall report on the number of calls abandoned while in queue by language type.

BANK OF AMERICA

Dawn Haddock
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March 17, 2021

Rita L. Saenz,
Director, California Employment Development Department
800 Capitol Mall
Suite 5000, MIC 55
Sacramento, CA 95814

Attn: Rita L. Saenz

This letter memorializes the understanding reached by the State of California Employment Development Department (the "EDD") and Bank of America, N.A. (the "Bank") (collectively, the "Parties") in reference to the EDD Agreement Number M6100352, dated October 13, 2015 (as amended, the "Agreement") on February 19, 2021.

The Parties acknowledge that under the Agreement, the Bank provides an electronic benefits payment service to the EDD related to the payment of unemployment insurance and disability insurance benefits through debit card services to claimants (the "Benefits Program").

The October 13, 2015 Agreement signed by the EDD and the Bank specified that all debit cards issued as part of the Benefits Program would "contain no less than an ISO 7811-compliant high coercivity magnetic strip." On February 5, 2021, the Bank discussed with the EDD that, in order to improve transaction security and reduce the occurrence of transaction fraud related to the Benefits Program, the Bank could issue new debit cards in the Benefits Program that incorporate, in addition to the magnetic strip, an Europay, MasterCard, Visa ("EMV") chip.

The Parties have agreed that with regard to issuances of debit cards within the Benefits Program of: (i) new cards issued to new claimants, and (ii) replacement cards issued to existing claimants as a result of lost, damaged, stolen or expired cards ((i) and (ii) collectively, "New Cards"), the Bank shall cause each New Card to be issued with an EMV chip as soon as commercially practicable. The Parties agree that the Bank will not reissue debit cards with EMV chips to existing claimants with non-expired debit cards that have not been compromised due to loss, damage, or theft so as to avoid customer confusion. The EDD has agreed that the Bank will issue standard design not custom design New Cards.

BANK OF AMERICA

(*Signatures follow*)

Employment Development Department,
State of California:

Rita Saenz
(Signature)

Rita Saenz
(Print Name)

Director
(Print Title)

3/17/21
(Date)

Bank of America, N.A.:

(Signature)

Dawn Haddock
(Print Name)

Sr. Client Manager
(Print Title)

3/17/2021
(Date)

Sincerely,

Dawn Haddock

cc. Carole Vigne

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