

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

SCO ID: 7100-M545407100-A1

Cleared  
CSG  
3/22/2021  
56☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES

AGREEMENT NUMBER

M54540-7100

AMENDMENT NUMBER

1

Purchasing Authority Number

EDD-7100

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

CONTRACTING AGENCY NAME

Employment Development Department/EDD

CONTRACTOR NAME

Admail West, Inc.

2. The term of this Agreement is:

START DATE

May 27, 2020, or upon final approval

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$10,260,000.00 (Ten Million Two Hundred Sixty Thousand 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:

The contract term is extended by an additional twelve (12) months to allow for the processing of increased volumes of EDD production mail resulting from the effects of the COVID-19 pandemic. No additional funding is added.

Specific:

Remove Exhibit A, Scope of Work, and replace in its entirety.

Remove Page 1, Exhibit B, Budget Detail and Payment Provisions, and replace.

Remove Attachment B-1, Budget Detail Sheet, and replace in its entirety.

*All other terms and conditions shall remain the same.*

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

**CONTRACTOR**

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

Admail West, Inc.

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

DATE SIGNED

02/17/2021

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT - AMENDMENT**

**SCO ID: 7100-M545407100-A1**

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES

AGREEMENT NUMBER  
**M54540-7100**

AMENDMENT NUMBER  
**1**

Purchasing Authority Number  
**EDD-7100**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

03/02/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPRO

EXEMPTION (If Applicable)

Governor's State of Emergency Proclamation,  
effective March 4, 2020 (GC Sections 8625-8629)

**Exhibit A**  
**(Standard Agreement)**

**SCOPE OF WORK**

This Agreement is entered into by and between the Employment Development Department, hereinafter known as EDD, and Admail West, Inc., hereinafter referred to as Contractor, for the as-needed printing, folding, insertion, sealing, metering, and palletizing of EDD documents. The term of this Agreement is May 27, 2020, or final approval, through June 30, 2022. This Agreement shall not be deemed effective until signed by both parties, and can be terminated at any time by either party.

The services shall be performed at:



**1. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>Employment Development Department</b>	<b>Adman West, Inc.</b>
Name: [REDACTED]	Name: [REDACTED]
Telephone: [REDACTED]	Telephone: [REDACTED]
Fax: [REDACTED]	Fax: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

B. Direct all inquiries to:

**Employment Development Department**

Office of Documents, Publications, and  
Distribution



**Contractor**

Office name: Admail West, Inc.



A handwritten signature in blue ink.

**Exhibit A**  
**(Standard Agreement)**

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**2. Subcontractor Requirements**

No subcontracts may be used in performance of the Scope of Work.

**3. Services to be Performed**

**A. Mailing**

1. The EDD will provide printed mail pieces or electronic print files to the Contractor ranging in volume up to 400,000 mail pieces no later than 10:00 am Monday through Friday.
2. Mail pieces needing to be processed during a weekend will be coordinated by mutual agreement between EDD and the Contractor. The cost will be based on the weekend rate identified in the attached Budget Detail.
3. The Contractor will print (when needed), fold, collate, insert, seal, and inkjet (indicia) the mail pieces in accordance with USPS requirements, the requirements of EDD's presort vendor, and the instructions listed on the EDD work order provided with the job.
4. The Contractor will pick up printed mail pieces as needed from EDD's West Sacramento facility at [REDACTED]. The mail pieces will be prepared for transport by EDD and ready for pick up no later than 10:00 am.
5. The Contractor mail finishing shall be accomplished in accordance with all applicable USPS regulations and requirements and trayed in such a way as to maximize the usability for the presort vendor.
6. EDD mail jobs will be divided into segments. The total number of mail pieces contained in each segment will vary, but a typical amount will be 2,000 pieces per segment. EDD will provide a Segment Sheet with each job which will contain a list of all the segments and the exact amount of mail pieces contained in each segment. The Contractor will be responsible for reconciling the number of mail pieces processed with the number of mail pieces listed on the Segment Sheet for each segment. Should the Contractor be printing the mail pieces, the Contractor reserves the right to determine segment breaks if any.  
Segment specifics requirements
  - a. In the event that a discrepancy occurs between the number of mail pieces processed in a segment and the number of pieces listed on the Segment Sheet, the Contractor will make an attempt to identify and correct the source of the discrepancy.
  - b. If the Contractor is not able to reconcile a segment, the segment in question will be isolated and made available immediately for EDD to pick up.

**Exhibit A**  
**(Standard Agreement)**

The Contractor will notify the EDD representative immediately between the hours of 7:00 am - 4:00 pm (Monday through Friday).

c. Segments returned to EDD will be invoiced with the rest of the job.

7. The Contractor will prepare and deliver to the EDD all documents damaged during the production mail finishing process no later than 1:30 pm the following day.
8. The Contractor must generate a report for each mail job, which confirms that all mail pieces have been accounted and reconciled with the EDD work order. This report must be electronically transferred to the EDD each day by 1:00 pm.
9. All mail jobs will be completed and delivered by the Contractor to the EDD no later than 1:30 pm on the first business day following receipt of the mail pieces by the Contractor.
10. The Contractor will spot check the completed pieces during the insertion process to ensure they match the job specification. If any issues arise, the run will be stopped and the problem corrected.
11. The Contractor will notify the EDD immediately of any production delays that may result in the Contractor not being able to meet the required turnaround time.

**B. Materials and Supplies**

1. The EDD will provide materials necessary to mail EDD documents. This includes, the transfer of data files via Secure File Transfer Protocol (SFTP), outside and return envelopes, and inserts as needed. Admail West will provide white 24lb bond paper for any printed jobs.

**C. Postage and Metering**

1. Mail shall have an indicia applied according to the USPS requirements.
2. EDD will control the presort vendor and all funds necessary. Admail West will not be responsible for any postage requirements or funds.

**D. Notifications, Reports, and Confirmations**

1. The Contractor will provide same-day notification to the EDD representative of any mishaps or production delays which will affect the timely processing and delivery of EDD mail pieces to the USPS.
2. The Contractor will ensure all documents have been printed (when needed), inserted, sorted, and mailed. In the event the Contractor determines some documents cannot be correctly mail finished or processed to meet USPS requirements for mailing, the Contractor will notify the EDD representative.

**Exhibit A**  
**(Standard Agreement)**

3. The Contractor will include with each invoice an itemized list of all jobs being billed. The itemized list will contain the total number of mail pieces, and will list any additional sheets or inserted materials included in each job.
4. All invoices will be paid on a net 45 basis.

**4. Service Location**

The services shall be performed at:



**5. Pricing**

The cost of services shall be based on Attachment B-1, Budget Detail Sheet.

A handwritten mark or signature in the bottom right corner of the page.

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

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The total amount of the Agreement shall not exceed \$10,260,000.00 (Ten Million Two Hundred Sixty Thousand Dollars and Zero Cents). The invoice must reference the following:

- The EDD Contract Number M54540-7100, A1
- Identifies in detail the goods acquired, quantities, unit price, extension, description, etc.
- Sales tax and/or use tax as a separate line item from goods
- Identifies services (non-IT) provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
- Accurate billing address as stated on the purchase order or contract
- Supplier invoice date
- Company name and remittance address

In consideration of the services performed, the Contractor will generate a billing statement on a monthly basis, in arrears. Invoices shall be submitted in triplicate and forwarded to the address shown below:

**Employment Development Department**



**B. Budget Contingency Clause**

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

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

A handwritten signature or mark in the bottom right corner of the page.

**ATTCHMENT B-1  
(Standard Agreement)**

**Contract Name:**Admail West  
**Term of Contract:** 05/27/20 to 06/30/22  
**Field Office/Division:** ODPD/Document Management

EDD Contract No. M54540-7100, A1  
EDD/Admail West, Inc.  
Page 1 of 1

**BUDGET DETAIL SHEET  
Amended to Include Weekend Rates**

**Vendor Pricing (Weekdays)**

Fold, insert, seal, meter, palletize for pick up	
One sheet and up to 2 inserts into envelope	\$0.07 each
One sheet and up to 3 inserts into envelope	\$0.10 each
Two to Four sheets and up to 3 inserts into envelope	\$0.13 each
Print black only (1 page document)	\$0.05 each
Print black only (multiple page document)	\$0.04 each

**Vendor Pricing (Weekends)**

Fold, insert, seal, meter, palletize for pick up	
One sheet and up to 2 inserts into envelope	\$0.11 each
One sheet and up to 3 inserts into envelope	\$0.14 each
Two to Four sheets and up to 3 inserts into envelope	\$0.17 each
Print black only (1 page document)	\$0.07 each
Print black only (multiple page document)	\$0.06 each

Contract	\$10,260,000.00
<b>TOTAL CONTRACT</b>	<b>\$10,260,000.00</b>

Budget Detail by Contract Year	
Time Period	Total Cost
June 1 - 30, 2020	\$ 50,000.00
July 1, 2020 - June 30, 2021	\$ 4,300,000.00
July 1, 2021 - June 30, 2022	\$ 5,910,000.00
<b>Amended Contract Total</b>	<b>\$ 10,260,000.00</b>