STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

Admail West, Inc.

CONTRACTOR BUSINESS ADDRESS

PRINTED NAME OF PERSON SIGNING

SCO ID: 7100-M545407100-A1Dist_

STANDARD AGREEMENT - AMENDMENT	36	. O PC+CIVI-001 / 101 O.	TOU-A DIR DIVIL
STD 213A (Rev. 4/2020)	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES	M54540-7100	1	EDD-7100
1. This Agreement is entered into between the Contracting Agence	y 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 Amendmen	t is:		
\$10,260,000.00 (Ten Million Two Hundred Sixty Thousand D			
4. The parties mutually agree to this amendment as follows. A incorporated herein:	Il actions noted below are t	by this reference made a pe	art of the Agreement and
The contract term is extended by an additional twelve (12) month from the effects of the COVID-19 pandemic. No additional funding	ns to allow for the processing is added.	of increased volumes of EDI	O production mail resulting
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 e	entirety.		
All other terms and conditions shall remain the same.			
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED E	BY THE PARTIES HERETO.		WE HAVE A WAR TO THE THE TANKS HE WAS TO THE T
	CONTRACTOR		
CONTRACTOR NAME (if other than an individual, state whether a corporati	ion, partnership, etc.)		

CITY

TITLE

DATE SIGNED

STATE ZIP

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

SCO ID: 7100-M545407100-A1

AGREEMENT NUMBER M54540-7100	AMENDMENT NUMBER 1	Purchasing Authority Number EDD-7100	
TATE OF CALIFORNIA	A STORE OF THE STO	<u> </u>	
	CITY	STATE ZIP	
	Іппьє		
	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)	
	M54540-7100	M54540-7100 1 TATE OF CALIFORNIA CITY TITLE DATE SIGNED 03/02/2021 EXEMPTION (If Applicable) Governor's State of Eme	

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 asneeded 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

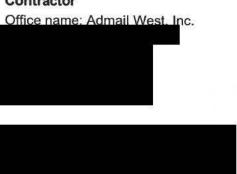
A. The project representatives during the term of this agreement will be:

*
2

B. Direct all inquiries to:

Employment Development Department
Office of Documents, Publications, and
Distribution

Contractor
Office name





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

- 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.
- 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.
- 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 the same seems of the mail pieces will be prepared for transport by EDD and ready for pick up no later than 10:00 am.
- 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.



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.
- 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.
- 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

 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

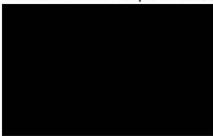
- The Contractor will provide same-day notification to the EDD representative of any mishaps or production delays which will affect the timely processing and delivery of EDD mail pieces to the USPS.
- The Contractor will ensure all documents have been printed (when needed), inserted, sorted, and mailed. 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.



- 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.



EXHIBIT B (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

- 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:



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.



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
TOTAL CONTRACT

\$10,260,000.00 \$10,260,000.00

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	
Amended Contract Total	\$	10,260,000.00	

