

Solicitation 53333

Manufacturing of Payroll Tax Deposit DE88 Coupon Booklets

State of California

Bid 53333

Manufacturing of Payroll Tax Deposit DE88 Coupon Booklets

Bid Number **53333**
Bid Title **Manufacturing of Payroll Tax Deposit DE88 Coupon Booklets**

Bid Start Date **May 26, 2011 8:57:58 AM PDT**
Bid End Date **Jun 17, 2011 3:00:00 PM PDT**
Question & Answer End Date **Jun 10, 2011 5:00:00 PM PDT**

Bid Contact **Patrick Bates**
916-654-7987
patrick.bates@edd.ca.gov

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. 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 these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

Contractor shall provide all staff, tools, equipment, supplies and related services to manufacture and mail approximately 595,000 booklets on an annual basis. This includes a 445,000 booklet mass mailing (135,000 by 12/16/2011, 110,000 by 1/17/2012, and 200,000 by 3/16/2012) and approximately 150,000 weekly mailings (reorders) over a 52-week year, beginning with the first week of January 2012. The same process will be repeated for 2013. These booklets, personalized with employer information supplied on magnetic tape, measure 8 1/2" X 3 2/3" and contain tear-out coupons used to remit payroll tax payments. Coupons are processed through automated data capture equipment. Previous contracts have had a weekly reorder high of 4,000+ and a weekly low of 1,000+, with weekly averages of approximately 3,000.

Contract shall be for a period of two (2) years and five (5) months with the Employment Development Department. Contractor shall maintain and pay all required insurance, taxes, permits, and fees required by Federal, State, County and City statutes. DVBE goals apply.

California Labor and Workforce Development Agency

Patrick W. Henning, Director

Edmund G. Brown Jr.
Governor

May 13, 2011

TO PROSPECTIVE BIDDERS

SUBJECT: INVITATION FOR BID (IFB) – No. 53333, DE 88 Payroll Tax Deposit
Coupon Booklets
California Statewide Service
Term: 8/1/11 – 12/31/13
Estimated Cost: \$1,250,000.00

The Employment Development Department (EDD) invites you to submit your bid for the above service in accordance with the attached specifications.

Since the estimated amount of this Agreement exceeds \$10,000, we must request that you meet the DVBE Participation Requirement. See Exhibit J for details. Complete and return the applicable pages and any other information requested in the Exhibit. Please contact **Sheri Larson, (916) 654-2337**, should you have questions with regard to DVBE participation requirements.

If you wish to bid, see Instructions to Bidders. If you make any additions or modifications to the IFB package, it may result in the rejection of your bid. EDD reserves the right to reject any or all bids.

Bids must be received and date stamped in the Contracts Services Group no later than **June 24, 2011, 3 p.m.** Please call Ginger Walker at (916) 654-9573 for an appointment, if you wish to attend the public bid opening.

Any questions regarding this proposal may be directed to the undersigned at (916) 654-7987 or send email to patrick.bates@edd.ca.gov.

PATRICK BATES
Contract Analyst

**Employment Development Department
722 Capitol Mall, Room W2099
P.O. Box 826880
Sacramento, CA 94280-0001**

Invitation for Bid No. 53333

**Bid Due Date: June 24 ,2011
Time: 3 p.m.**

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K	Enterprise Zone Preference Request (EZA) (if applicable)..... If you are claiming EZA, the forms to be completed are available at http://www.pd.dgs.ca.gov/edip/default.htm	1
L	Target Area Contract Preference Act (TACPA) (if applicable)..... If you are claiming TACPA, the forms to be completed are available at http://www.pd.dgs.ca.gov/edip/default.htm	1
M	Local Agency Military Base Recovery Area (LAMBRA)..... If you are claiming LAMBRA, the forms to be completed are available at http://www.pd.dgs.ca.gov/edip/default.htm	1
N	Sample of Payroll Tax Deposit Coupon Booklet	1 – 35*

* For Reference only, do not return with bid.

**STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT
INSTRUCTIONS TO BIDDERS**

1. Invitation for Bid (IFB)

The State of California, Employment Development Department, hereinafter referred to as EDD, invites you to submit a bid for the provisions of the customized Payroll Tax Deposit Coupon Booklets and related data processing and mailing services, in accordance with Exhibits A through N, which are incorporated into this IFB.

2. Submission of Bids

- a. Failure to read these instructions, the Specifications and the Terms and Conditions included in this bid package will be at the bidder's risk. **Written instruction(s) regarding the submission of bids shall take precedence over any verbal instruction(s).**
- b. Bidders shall complete, sign and return all of the following documents listed below, unless otherwise noted. The exterior of your envelope must clearly be noted: **"INVITATION FOR BID, DO NOT OPEN IN MAIL ROOM, IFB No. 53333."**
 - Exhibit **B** Budget Detail and Payment Provisions (Page 1), 1 copy
 - Exhibit **G** Cost Proposal, 1 original signature copy
 - Bidders who have been certified by the Office of Small Business and DVBE Services shall submit their Certification Reference Number on the attached Cost Proposal.
 - Exhibit **H** Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, 1 original signature copy
 - Exhibit **I** Darfur Contracting Act, 1 original copy of Page 2, if applicable.
 - Bidder Declaration, GSPD-05-105, 1 original copy
 - Disabled Veteran Business Enterprise Declaration, STD. 843, 1 original signature copy, if applicable
 - Exhibit **J** Disabled Veteran Business Enterprise (DVBE) Participation Program Requirement. Contractors are required to return all forms and supporting documents as instructed, if the bid is \$10,000 or more. (Original signature copies.) The forms are available at <http://www.pd.dgs.ca.gov/publications/default.htm>
 - Exhibit **K** Enterprise Zone Act (EZA) Preferences Request, 1 original signature, if applicable.
 - Exhibit **L** Target Area Contract Preferences Act (TACPA) Request, 1 original signature, if applicable.
 - Exhibit **M** Local Agency Military Base Recovery Area (LAMBRA) Preference Request, 1 original signature copy, if applicable.

- Exhibit N Sample of Payroll Tax Deposit Coupon Booklet, **(Included for reference only, do not return with bid)**.
- Proof of a quality control program that will detail and insure all quality standards will be met and include a narrative of quality control procedures including printing, assembly, mailing, handling of data, and security must be provided.
- Three samples of payment coupon booklets which contain information capable of being processed by Optical Character Reader (OCR), for purposes of evaluation. If previous OCR publications are not available, sample OCR coupons may be created for submission with your bid.

Documents must be signed by an authorized representative of the bidder's firm. The forms must be completed in ink or typewritten. If errors are made, they must be crossed out and corrections printed in ink or typewritten adjacent to error. Corrections must be initialed in ink by person signing the bid forms.

- c. The EDD reserves the right to reject any or all bids and may waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents, or excuse the bidder from full compliance with the solicitation specification if awarded the contract. The EDD is not required to award an agreement.
- d. Bid packages must be received and time stamped in Contract Services Group no later than 3 p.m. on the bid opening date. Signed copies of the sealed bid package are to be mailed or delivered to:

Regular mail:

Employment Development Department
Contract Services Group, MIC 62-C
P.O. Box 826880
Sacramento, CA 94280-0001

Overnight and/or Express delivery:

Employment Development Department
Mail Services
800 Capitol Mall, Room 2029
Sacramento, CA 95814
Attn: Contract Services Group, MIC 62-C

Hand delivery:

Employment Development Department
Contract Services Group
722 or 800 Capitol Mall
Sacramento, CA 95814
(Drop box located in Lobby – "Contract Services Group Bid Proposals")

Bids received and time stamped after 3 p.m. on the bid opening date will be considered "late" and will be returned to sender.

3. **Online Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Certification Process**

California's SB and DVBE firms can now file their applications and get certified online via the Department of General Services website at <http://www.pd.dgs.ca.gov/smbus/getcertified.htm>. Small Businesses and DVBEs can access the numerous benefits that come along with certification in a more timely and efficient manner.

4. **Replacement of Disabled Veteran Business Enterprise Subcontractors**

If for this Agreement, Contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE(s), 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 (Military & Veterans Code (M&VC) § 999.5(d)).

Contractor understands and agrees that should award of this Agreement be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10 or PCC § 4110 (applies to public works only).

5. **Award of the Agreement**

- a. Award will be made to the lowest responsible bidder meeting specifications and offering to supply the services described. The firm submitting the lowest responsible bid may be required to submit evidence that they have available, as needed, sufficient resources to provide the necessary equipment and personnel to enable them to meet the requirements of the contract, and may also be required to furnish information as to their financial responsibility.
- b. It is understood and agreed that following the award of the contract, the successful bidder shall agree to comply with all Exhibits attached herein, and provide the required documents requested (i.e., bonds, insurance certificates, etc.) in order for the Employment Development Department (EDD) to complete the execution of a Standard Agreement (STD. 213).
- c. **Small Business/Microbusiness (SB/MB) and Small Business/Nonprofit Veteran Service Agency (SB/NVSA) Certification Preferences**

A SB/MB and SB/NVSA Certification Preferences are applicable to the award of this contract.

- (1) Certified SB/MB and SB/NVSAs may claim preference when submitting a bid on this contract. The preference is equal to five (5) percent of the lowest responsible bid. When the lowest responsible bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only (to a maximum amount of \$50,000) in determining the successful bidder. It does not alter the amount of the resulting contract.
- (2) To learn more about the SB/MB and SB/NVSA Preference Programs and how your business might qualify, contact the Office of Small Business and DVBE Services at (916) 375-4940.

d. California Certified Small Business Subcontractor Preference

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code, Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name; 2) address; 3) phone number; 4) a description of the work to be performed and/or products supplied; 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor (*See Page 3 of the Cost Proposal*).

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (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 no later than 5:00 p.m. on the bid due date, and the Office of Small Business and DVBE Services must be able to approve the application as submitted. Questions regarding certification should be directed to the Office of Small Business and DVBE Services at (916) 375-4940.

6. Rejection of Bids

- a. If the bid is received after the **exact time and date** as stipulated in the IFB package, the bid shall be rejected.
- b. If it is found that a bidder is not responsible (i.e., has not paid taxes; has no business license; has submitted a bid when the bidder's license is suspended on the date of the bid opening and/or award of the contract, or during the proposed term of the Agreement; submitted a bid without an authorized signature; falsified any information in the proposal package or has provided poor performance on a previous contract with EDD, etc.), the proposal shall be rejected.
- c. If it is found, upon license verification with the Contractor's State Licensing Board, that a bidder's license is suspended on the date of the bid opening and/or award of the

contract, or during the proposed term of the Agreement, the proposal shall be considered nonresponsive and shall be rejected.

- d. The EDD reserves the right to reject any and all bids and to waive minor irregularities in bids received.

7. **Subcontractors**

No subcontracting will be allowed to circumvent competitive bidding. A certified Small Business/Microbusiness, Small Business/Nonprofit Veteran Service Agency or a certified Disabled Veteran Business Enterprise will only be permitted to subcontract in order to meet Department requirements and/or preferences. The subcontracting services and amount shall not exceed 25 percent (25%) of the bid. The Contractor shall be solely responsible for fulfilling the requirements of the bid. If it is anticipated that subcontractors will be used, the bid must include the name(s) of person(s) or firm(s), and must specify the portions and monetary percentages of the work to be done by them.

8. **Subcontractors Substitution**

If EDD gives written approval to subcontract, the Public Contract Code, Section 4107 authorizes an awarding authority to consent to substituting a subcontractor when the subcontractor listed in the bid fails or refuses to execute a written contract for the Scope of Work specified in the subcontractor's bid, and at the price specified in the subcontractor's bid.

9. **Temporary and Leased Workers on Public Works Contracts**

Contractors and subcontractors performing public works services are required to comply with all applicable laws and regulations including, but not limited to, requirements contained in California Labor Code, Section 1780 related to temporary and leased workers. Any person acting on behalf of the State, or any political subdivision, or any contractor or subcontractor or agent or representative thereof, doing any public work who places any order for the employment of a workman on public work where the filling of the order for employment involves the charging of a fee, or the receiving of a valuable consideration from any applicant for employment is guilty of a misdemeanor. Contractors and subcontractors shall also comply with California Unemployment Insurance Code provisions regarding the use of temporary or leased workers in the construction trades.

10. **Payment**

California Revenue and Taxation Code, Section 18646 requires state agencies to file information tax returns (IRS Form 1099) for certain types of payments made to vendors. The successful bidder will be required to complete and submit a form STD. 204, Payee Data Record, to EDD before processing payment for services.

Upon completion of the work in a manner satisfactory to EDD, EDD agrees to make payments in accordance with the contract provisions.

11. **Grounds For Protest**

- a. Those who may protest are as follows:

- For IFBs, the lowest responsible bidder meeting the specifications (if not awarded the contract).

- For RFPs, any proposer who claims he/she should have been awarded the contract if EDD had scored his or her proposal correctly, or if the agency had correctly followed the procedures specified in the Public Contract Code (PCC).
- b. There is no protest if the awarding agency rejects all bids or proposals, based on the interest of the State.

12. **Protest Exclusions**

The State has **no jurisdiction** to consider a protest when:

- The contract is considered a public works contract.
- The contract award is for a type of contract not subject to the protest procedures. This category includes contracts for maintenance, modification, and so forth of real or personal property, including equipment and contracts for professional services under Government Code, Section 4525.
- The protestant was not the lowest responsible bidder or the highest-scored proposer.
- The protestant was not a bidder or proposer, and seeks to contest the award. The only recourse in this case is through the civil courts.
- The protest was not submitted in a timely manner.
- The grounds for the protest do not meet the permissible grounds stated in the PCC.

13. **Notification of the Right to Protest**

Unsuccessful bidders who wish to protest this award must submit a detailed, written statement of protest, including the IFB/RFP No., the name of the State agency involved, and the agency contact person. The protest must be submitted within five (5) working days following the bid opening. All protests must be submitted to both of the following:

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

Employment Development Department
Contract Services Group, MIC 62-C
800 Capitol Mall
Sacramento, CA 95814
FAX: (916) 657-4391

14. **Negotiating State Contracts**

This solicitation and any resulting contract shall be subject to all requirements set forth in California Public Contract Code, Section 6611. The Department of General Services may negotiate contracts for goods, services, information technology and telecommunications if it is determined to be in the state's best interest.

15. **California Taxpayer and Shareholder Protection Act of 2003**

This solicitation and any resulting contract are subject to all requirements as set forth in the California Public Contract Code, Section 10286 which includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements. Failure of the supplier to comply with and provide information, when requested by the awarding department within the time indicated, will cause the supplier's bid response to be considered nonresponsive and their bid will be rejected.

16. **Loss Leader**

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 California Business and Professions Code Section 17030.

17. **Special Accommodations**

For individuals who need assistance due to a physical impairment, EDD will provide a reasonable accommodation upon request for the mandatory walkthrough. An Individual who needs a reasonable accommodation must call ____N/A____ at ____N/A____ to arrange for a reasonable accommodation no later than the fifth working day prior to the scheduled date and time of the mandatory walkthrough.

18. **Declaration Forms**

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response.

Bidders who have been certified by California as a Disabled Veteran Business Enterprise Declaration (DVBE) (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form should be included with the bid response. At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

Exhibit A**SCOPE OF WORK**

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and **(Successful Bidder)**, hereinafter referred to as the Contractor, for the purpose of manufacturing payroll tax deposit coupon booklets and performing related data processing and mailing services.
2. The project representatives during the term of this Agreement will be as shown below. Please direct all inquiries to:

State Agency: EDD	Contractor: (Successful Bidder)
Section/Unit: Tax Support Division	Section/Unit:
Attention: Lewis Whitaker	Attention:
Address: 722 Capitol Mall, MIC 93 Sacramento, CA 95814	Address:
Phone: (916) 654-9949	Phone:
Fax: (916) 654-6969	Fax:

3. A detailed description of work to be performed and duties of all parties are described in Attachments A1 through A5, attached hereto and incorporated as a part of this Agreement.
4. Pursuant to Government Code 19130(b), Standards for Use of Personal Service Contracts, personal services contracting shall be permissible when specific conditions are met. In accordance with 19130(b), item 8, the Contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the State where the services are to be performed. Therefore, EDD shall secure the services through contracting with **(Successful Bidder)**.

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Attachment A1

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PAYROLL TAX DEPOSIT COUPON BOOKLETS
SCOPE OF WORK/SPECIFICATIONS

I. Intent

This contract for providing Payroll Tax Deposit DE 88 Coupon booklets and related services is intended to accelerate the deposit of money withheld by employers for Unemployment Insurance (UI), Employment Training Tax (ETT), State Disability Insurance (SDI), and California Personal Income Tax (PIT).

II. Scope

For 2012 and 2013

- A mass mailing of approximately 445,000 Payroll Tax Deposit DE 88 Coupon booklets to all employers at the start of each year, and
- DE88 weekly (reorder) mailings to employers.

Listed below are the estimated mailing schedules:

<u>Schedule</u>	<u>Mailing Date</u>	<u>Estimated Quantity</u>
For 2012:		
1. A. Initial mass mailing of booklets containing 24 coupons, and booklets containing 18 coupons to employers	12-16-2011	12,000
	12-16-2011	123,000
1. B. Second mass mailing of booklets containing 14 coupons to employers	01-17-2012	110,000
1. C. Third mass mailing of booklets containing 6 coupons to employers	03-16-2012	200,000
2. Weekly mailings (booklets containing 18 coupons) to employers	Within 4 working days after receipt of magnetic tape	150,000
Estimated year total - 53 mailings		595,000

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Estimated
Quantity

<u>Schedule</u>	<u>Mailing Date</u>	
For 2013:		
1. A. Initial mass mailing of booklets containing 24 coupons and booklets containing 18 coupons to employers	12-14-2012	12,000
	12-14-2012	123,000
1 B. Second mass mailing of booklets containing 14 coupons to employers	01-16-2013	110,000
1. C. Third mass mailing of booklets containing 6 coupons to employers	03-15-2013	200,000
2. Weekly mailings (booklets containing 18 coupons) to employers	Within 4 working days after receipt of magnetic tape	150,000
Estimated year total - 53 mailing		595,000
<u>Estimated contract total - 106 mailings</u>		1,190,000*

*Estimated quantity of Payroll Tax Deposit DE 88 Coupon booklets is subject to change due to unpredictable variations in weekly volumes. Previous contracts have contained a weekly reorder high of 4,000+ and a weekly low of 1,000+, with average weekly volumes of approximately 3,000. EDD shall not be bound by any maximum or minimum number of booklets to be produced and mailed under this agreement.

III. Responsibilities of Parties

The following responsibilities will become part of the specifications of the resulting agreement (Exhibit A of the Standard Agreement); therefore, "Contractor" is used to mean successful bidder in this article.

A. EDD shall:

1. Provide Contractor with specifications, Exhibits A, B, C,1F, C,1H, C,1V, C,2, C,3F, C,3R, C,4, for the manufacture of Payroll Tax Deposit Coupon booklets. The specifications include details on the following:
 - The material contained in the coupon booklets

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Attachment A1

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- Instruction inserts (includes Sample(s))
- The data processing (DP) services required for each personalized form
- The DP and/or production reports required for each order (if any)
- Return Address Codes - (01) Sacramento, (04) Los Angeles, (05) San Diego
- DE 88 Courtesy Return Envelope (CRE) specifications for Sacramento Return P.O. Box.
- DE 88 coupon booklet windowed outgoing envelope specifications.
- The handling and mail services required.

2. Provide Contractor with magnetic tapes containing:

- Employer's account number
- Return address code
- Employer's name and complete address (including Zip Code+4)
- Employer's tax rates and taxable wage limits for Unemployment Insurance (UI), Employment Training Tax (ETT), and State Disability Insurance (SDI).
- Tax Year*

*During the last week of December of each year, there will be DE 88 booklet orders for two tax years (example: 2012 & 2013) on the magnetic tape. Contractor must be able to sort magnetic tape by tax year, then by Zip-code to ensure that employer tax rate and taxable wage limit information is printed on correct DE 88 coupon booklet stock.

3. Provide DP magnetic tape format, Exhibit D.
4. Provide contract monitor to act as liaison with Contractor's appointed field service representative.
5. Provide contractor with tax rate, taxable wage limit, semi-annual interest rate, EDD business addresses, phone numbers, and web site variable print information to be printed in Payroll Tax Deposit DE 88 Coupon booklet.
6. Be responsible for reviewing and approving or making all necessary changes to proof pages of the Payroll Tax Deposit DE 88 Coupon booklet.
7. Make a diligent effort to provide Contractor with SDI tax rate on or before October 31, 2011, for 2012 production year and October 31, 2012, for 2013 production year. However, if event(s) occur that are due to circumstances beyond EDD's control, and these events inhibit EDD's ability to provide SDI tax rate information as late as November 15, 2011 for 2012 production year, and November 15, 2012 for 2013 production year, Contractor must still be able to manufacture Payroll Tax Deposit Coupon booklets and meet the mailing schedule, Exhibit E, established in this agreement. If EDD provides SDI tax rate after November 15th, EDD understands that new mail date(s) may need to be negotiated with Contractor.

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8. Be responsible for reviewing and approving or making all necessary changes to the test Payroll Tax Deposit DE 88 Coupon booklets within ten (10) working days from receipt of test booklets.
9. Be responsible for postal expenses for the mailing of Payroll Tax Deposit DE 88 Coupon booklets from the Contractor to the addressee of the coupon booklet. This does not include postal expenses for the Contractor to EDD for proofs, test booklets, or return of magnetic tape(s).
10. Provide master list of return address codes and corresponding addresses.
11. EDD shall review EDD's requirements for Payroll Tax Deposit DE 88 Coupon booklets every three months. If the review indicates number of coupon booklets forecast under this Agreement has been underestimated, EDD shall amend the Agreement to cover the additional booklets required, at the unit cost established in this agreement.

B. Contractor shall:

1. Furnish all labor, equipment, materials, and any special shipping charges of materials from Contractor to EDD and pay all taxes and insurance necessary to accomplish the work described herein.
2. Manufacture Payroll Tax Deposit DE 88 Coupon booklets in accordance with the specifications set forth in Exhibits A, B, C,1F, C,1H, C,1V, C,2, C,3F, C,3R, C,4.
3. Provide windowed outgoing envelopes (approx. 4 1/4" H x 9 3/4" W) for coupon booklets.
4. Insert coupon booklets into outgoing envelopes for mailing. In addition, insert

(See Exhibit • 1 DE 88 CRE for coupon booklets containing 24, 18, or 14 coupons, C, 3F & C, 3R) and

- 4 DE 88 CREs for coupon booklets containing 6 coupons.

5. Notify EDD when coupon booklets are mailed. Notification will include tape date, tape number, booklet count and date coupon booklets mailed.
6. Mail the coupon booklets in accordance with the specifications set forth in Exhibit E.
7. Transport coupon booklets to Post Office for mailing in accordance with the mailing schedule established in this agreement.

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8. Transport postal receipts (warrants) received from EDD to Post Office for deposit into presort first class permit account used to cover booklet mailings.
9. Provide field representative to assist EDD, as required. Service shall include, but not necessarily is limited to, preparing preliminary and final coupon booklet pages including spacing and choices of typefaces and size.
10. Provide EDD with twenty (20) test Payroll Tax Deposit DE 88 Coupon booklets containing personalized employer information, twenty (20) DE 88 courtesy return envelopes, and two (2) windowed outgoing envelopes. Receive EDD approval of test booklets, courtesy return envelopes, and windowed outgoing envelope. Test booklets must be received in time to allow ten (10) working days for EDD review, plus additional time for Contractor to make necessary corrections and still meet production deadlines.
11. Provide EDD with (200) "Sample" Payroll Tax Deposit DE 88 Coupon booklets before initial (first) mailing. Sample coupon booklets MUST NOT contain personalized employer information. Upon completion of the mailing of sample coupon booklets, invoice EDD for the unit cost per booklet.
12. Be responsible for expenses incurred to provide proofs, test booklets, the return of magnetic tapes to EDD, and correspondence to EDD.
13. Put into effect and maintain throughout the term of the Agreement, a quality control program to ensure quality standards are being met. Included in these standards is Contractor responsibilities for proper cleaning of press equipment (ink vat(s) and press rollers) to void equipment of any residual ink color **prior** to the press printing of Payroll Tax Deposit DE 88 Coupon stock.
14. Allow **no** errors for any mailing production run. If error occurs, Contractor will replace all error coupon booklets at no expense to EDD. In the event any error coupon booklets were mailed, Contractor will provide to EDD a list containing employer name(s) involved in error mailing. Contractor will then print corrected coupon booklets and mail booklets with a letter of explanation.
15. Replace any tapes received from EDD that are damaged by Contractor or Contractor's equipment.

Confidentiality Statement

16. Execute and return the Confidentiality Statement, Exhibit F, with the Agreement, at the time it is executed by the Contractor.

SPECIFICATIONS FOR
PAYROLL TAX DEPOSIT DE88 COUPON BOOKLETS

For booklets containing 24, 18, 14, and 6 Payroll Tax Deposit coupons -

1. A. Front Cover - (variable print phone numbers and personalized with employer's:
 1. Account Number
 2. Taxpayer Assistance Center public and TTY phone numbers
 3. Employer Name and DBA (if any), and Address with Postal Bar code).
- B. Contractor prints production date of coupon booklet on front cover.
- C. Table of Contents (**backer**) - Inside front cover.
2. A. Tax Rate Table (Pink sheet) - (variable print phone number and personalized with employer's:
 1. Account Number
 2. UI, ETT, and SDI tax rates
 3. UI, ETT, and SDI taxable wage limits).
- B. Internet Resource Information (**backer**).
3. A. Important Notice about EDD P.O. Boxes (Pink sheet).
- B. EZPay credit card payments/Tax Seminars (**backer**).
4. A. Changes to the DE 88 Coupon and Booklet (A.k.a. Changes) - (variable print SDI tax rate and SDI taxable wage limit, semi-annual interest rate, corresponding daily interest factor, and phone numbers).
- B. Deposit Requirements (**backer**).
5. A. Deposit Requirements, continued.
- B. Payment Due Dates (**backer**).
6. A. Payment Due Dates, continued.
- B. Instructions for Completing DE 88 Coupons (**backer**).
7. A. Instructions for Completing DE 88 Coupons, continued.
- B. How to Calculate Penalty and Interest Amounts (**backer**).

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8. A. Payroll Tax Deposit DE 88 SAMPLE for Semi-Weekly filer.

B. How to Calculate Penalty and Interest Amounts for Quarterly (**backer**).

9. A. Payroll Tax Deposit DE 88 SAMPLE for Quarterly filer.

B. Common Errors to Avoid When Completing a DE 88 Coupon (**backer**)

10. Four Worksheets (Green sheet) - (variable print UI, ETT, & SDI taxable wage limits).

11. A. Payroll Tax Definitions

B. New Employee Registry (**backer**) - (variable print EDD address for NER, phone numbers, and Internet web site).

12. A. Independent Contractor Reporting - (variable print EDD address for ICR, phone numbers, and Internet web site).

B. Please "Remove all stubs and vouchers" (**backer**).

13. For booklet containing 24 Payroll Tax Deposit coupons -

A. Payroll Tax Deposit coupon - Quantity 15 (personalized with employer's

1. UI, ETT, and SDI Tax Rates
2. Name and DBA
3. Account Number
4. OCR scan-line).

B. Reminder to Order (Salmon sheet).

C. Payroll Tax Deposit coupon - Quantity 9 (personalized with employer's

1. UI, ETT, and SDI Tax Rates
2. Name and DBA
3. Account Number
4. OCR scan-line).

D. 1. Employer Record (Yellow sheet).

2. Employer Record (Yellow sheet) (**backer**).

E. 1. Change of Address Form - (personalized with employer's:

- A. Horizontal 3of9 Barcode [Eight Digit Account Number]
- B. Account Number
- C. Name, DBA, and Address).

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D. Variable print EDD return address for Field Audit & Compliance Division (FACD) MIC28.

2. Change of Address Form (**backer**).

F. 1. Reorder Form - Inside back cover (personalized with employer's:

A. Horizontal 3of9 Barcode [Eight Digit Account Number]

B. Account Number

C. Name, DBA, and Address).

2. Reorder Form (**backer**) - Back cover with variable print EDD return address for Document Management Group (DMG) MIC96 with Postal Barcode and Facing Identification Marks (FIMs).

14. For booklet containing 18 Payroll Tax Deposit coupons -

A. Payroll Tax Deposit coupon - Quantity 9 (personalized with employer's

1. UI, ETT, and SDI Tax Rates
2. Name and DBA
3. Account Number
4. OCR scan-line).

B. Reminder to Order.

C. Payroll Tax Deposit coupon - Quantity 9 (personalized with employer's

1. UI, ETT, and SDI Tax Rates
2. Name and DBA
3. Account Number
4. OCR scan-line).

D. 1. Employer Record.

2. Employer Record (**backer**).

E. 1. Change of Address Form - (personalized with employer's:

A. Horizontal 3of9 Barcode [Eight Digit Account Number]

B. Account Number

C. Name, DBA, and Address).

D. Variable print EDD return address for FACD MIC28.

2. Change of Address Form (**backer**).

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F. 1. Reorder Form - Inside back cover (personalized with employer's:

- A. Horizontal 3of9 Barcode [Eight Digit Account Number]
- B. Account Number
- C. Name, DBA, and Address).

2. Reorder Form (**backer**) - Back cover with variable print EDD return address for DMG MIC96 with Postal Barcode and Facing Identification Marks (FIMs).

15. For booklet containing 14 Payroll Tax Deposit coupons -

A. Payroll Tax Deposit coupon - Quantity 14 (personalized with employer's

- 1. UI, ETT, and SDI Tax Rates
- 2. Name and DBA
- 3. Account Number
- 4. OCR scan-line).

B. 1. Employer Record.

2. Employer Record (**backer**).

C. 1. Change of Address Form - (personalized with employer's:

- A. Horizontal 3of9 Barcode [Eight Digit Account Number]
- B. Account Number
- C. Name, DBA, and Address).
- D. Variable print EDD return address for FACD MIC28.

2. Change of Address Form (**backer**).

D. 1. Reorder Form - Inside back cover (personalized with employer's:

- A. Horizontal 3of9 Barcode [Eight Digit Account Number]
- B. Account Number
- C. Name, DBA, and Address).

2. Reorder Form (**backer**) - Back cover with variable print EDD return address for DMG MIC96 with Postal Barcode and Facing Identification Marks (FIMs).

16. For booklet containing 6 Payroll Tax Deposit coupons -

A. Payroll Tax Deposit coupon - Quantity 6 (personalized with employer's

1. UI, ETT, and SDI Tax Rates
2. Name and DBA
3. Account Number
4. OCR scan-line).

B. 1. Employer Record.

2. Employer Record (**backer**).

C. 1. Change of Address Form - (personalized with employer's:

- A. Horizontal 3of9 Barcode [Eight Digit Account Number]
- B. Account Number
- C. Name, DBA, and Address).
- D. Variable print EDD return address for FACD MIC28.

2. Change of Address Form (**backer**).

D. 1. Reorder Form - Inside back cover (personalized with employer's:

- A. Horizontal 3of9 Barcode [Eight Digit Account Number]
- B. Account Number
- C. Name, DBA, and Address).

2. Reorder Form (**backer**) - Back cover with variable print EDD return address for DMG MIC96 with Postal Barcode and Facing Identification Marks (FIMs).

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- A. SIZE: Overall coupon booklet 8 ½" wide by 3 4/6" high, assembled, stapled and taped to include binding stub.
- (See Exhibit C, 1F) Coupons - 8" wide +/-0.031" by 3 4/6" high +/-0.031".
- B. PAPER:
- | | |
|-------------------|---|
| Front Cover | 7.5 Post Card stock, white. |
| Coupons | 24 lb. OCR Bond (non-recycled), white, with 80 percent reflectivity. |
| Forms | 24 lb. Bond, white (non-recycled), with 80 percent reflectivity (includes Change of Address Form). |
| Inserts/ | 20 lb. Sulfite Bond, white (includes Changes, Deposit Requirements, Payment Due Dates, Instructions and Samples, Common Errors, Payroll Tax Definitions, ICR, NER, and Stubs and Vouchers). |
| Inserts/
Forms | 20 lb. Sulfite Bond, pastel colors (includes pink Tax Rate Table, pink Important Notice – P.O. Box Closures & Another Way to Pay, green Worksheet, salmon Reminder To Order, and yellow Employer Record). |
| Back Cover | #125 Tag (non-recycled), white. |
- C. FONT SIZE:
- | | |
|----------------|--|
| Coupons | OCR A, 12 point (ten characters per inch) for Employer Name, Employer DBA, Employer Account Number, Tax Year, Tax Rates, Department Name, and OCR scan-line on coupon. |
| | OCR B, size 18 for Dollar Sign (\$) and Decimal Point (.) on coupon. |
| Front Cover | OCR A, 12 point (ten characters per inch) for Taxpayer Assistance Center (TAC) public and TTY phone number, Employer Name, DBA (if any), and Employer Address, & Coupon Booklet Production Date. |
| Tax Rate Table | OCR A, 12 point (ten characters per inch) for Taxpayer Assistance Center (TAC) public phone number, Employer Account Number, UI, ETT and SDI Taxable Wage Limits, UI, ETT and SDI Tax Rates. |

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C. FONT SIZE (cont.):

Changes

OCR A, 12 point (ten characters per inch) for SDI Tax Rate, SDI Taxable Wage Limit, semi-annual interest rate, daily interest factor, and Electronic Funds Transfer phone and fax number.

Worksheets

OCR A, 12 point (ten characters per inch) for UI, ETT, and SDI Taxable Wage Limits.

New Employee Registry (NER) Insert

OCR A, 12 point (ten characters per inch) for EDD's return address for NER, NER fax number, and form ordering phone number.

Independent Contractor (IC) Reporting Insert

OCR A, 12 point (ten characters per inch) for EDD's return address for IC Reporting, IC Reporting fax number, and form ordering phone number.

Change of Address and Reorder Forms

OCR A, 12 point (ten characters per inch) for scan-line, Employer Name, Employer DBA (if any), Employer Address, and EDD Return Addresses for FACD and DMG.

D. INK:

Coupons

Printed with Ronico (Flint) J-25083 Red.

Print at 10% red ink density - border for individual character boxes for PAY DATE, DEPOSIT SCHEDULE, QUARTER COVERED, DEPOSIT AMOUNTS, and DEPARTMENT USE ONLY. **Also print at 10% red ink density** "MMDDYY" appearing in PAY DATE fill-in boxes and "YYQ" appearing in QUARTER COVERED fill-in boxes, dashed lines connected to DEPOSIT AMOUNT fill-in boxes, long rectangular box for Employer Name and Employer DBA, the words "Employer Name", "Employer DBA", "PAY THIS AMOUNT", and "THIS FORM SHOULD BE USED FOR THIS ACCOUNT NUMBER ONLY", and box around each square target mark.

Print at 100% red ink density - dollar sign (\$) and decimal point (.), and all text (excluding the words Employer Name, Employer DBA, PAY THIS AMOUNT, and THIS FORM SHOULD BE USED FOR THIS NUMBER ONLY).

Standard black ink for personalized employer information, Department name, OCR scan-line, and square target marks.

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D. INK (cont.):

Cover	Ronico (Flint) J-25083 Red. Standard Black ink for personalized employer information, telephone numbers, and booklet production date.
Inserts/Forms	Standard black ink, front and back.

E. PERFORATIONS: Coupons, Change of Address, and Reorder Form to be perforated at left stub to produce an 8 +/-0.031" wide form. This should be any easy perf. to prevent tearing the form(s).

F. FASTENING: Stapled in two locations on the left edge of the booklet. Bound with white binding tape.

G. EQUIPMENT:

Payroll Tax Deposit Coupons-	Vertical spacing areas to be scanned must be printed at six lines to the vertical inch and horizontal spacing areas to be scanned must be printed a 10 characters per horizontal inch.
------------------------------	--

Personalized data must be clear, sharp black image. This high quality must be consistent throughout all coupons on the entire run.

Change of Address and Reorder Forms	Forms will have horizontal 3of9 barcode scanned on Optical Mark Reader (OMR). Barcode symbols printed on forms must comply with published symbol specifications. 3of9 bar code must be clear, sharp, black image, and this high quality must be consistent on all Change of Address and Reorder Forms.
-------------------------------------	--

H. COPY: Copy location of both preprinted and personalized data must be printed within 1/32 inch of the specified locations on the Front Cover, Tax Rate Table, Changes page, Worksheets, Payroll Tax Definitions, Payroll Tax Deposit (DE 88) Coupon, NER, ICR, Change of Address, and Reorder Forms.

Variable printing specifications will be six print lines to the vertical inch and 10 print positions to the horizontal inch. For alignment purposes, top edge of the form is line zero, bottom of the form is line 22, first print position at left edge of form is one, and last print position at right edge of form is 85.

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H. COPY (cont.): These specifications are applicable to all variable print forms.

I. FRONT COVER VARIABLE PRINT DATA- Variable print data will include Employer's Account Number, TAC public and TTY phone number, Employer's Name and Address, & contractor printed production date of DE 88 booklet.

Variable print according to the following specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
Account Number	3	11 through 20	NNNNNNNN
TAC Public Number	9	56 through 69	N-NNN-NNN-NNNN
TAC TTY Number	10	55 through 68	N-NNN-NNN-NNNN
Postal Bar code	13	Beginning with 12	Mail Format
Employer Name and Address	14 through 17	12 through 52	Mail Format
Booklet Production Date	14	75 through 82	MM/DD/YY

J. TAX RATE TABLE VARIABLE PRINT DATA- Variable print data will include TAC phone number, Employer's Account Number, UI, ETT, and SDI Taxable Wage Limits and Tax Rates.

Variable print according to the following specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
TAC Phone Number	5	41 through 54	N-NNN-NNN-NNNN
Account Number	7	23 through 32	NNNNNNNN
UI Taxable Wage Limit	12	34 through 44	\$ N,NNN.NN
ETT Taxable Wage Limit	13	34 through 44	\$ N,NNN.NN
SDI Taxable Wage Limit	14	34 through 44	\$ NN,NNN.NN

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J. TAX RATE TABLE
VARIABLE PRINT DATA (cont.) -

UI Tax Rate	12	72 through 77	N.NN %
ETT Tax Rate	13	72 through 77	N.NN %
SDI Tax Rate	14	72 through 77	N.NN %

K. CHANGES
VARIABLE
PRINT DATA- Variable print data will include SDI Tax Rate, SDI Taxable Wage Limit, semi-annual interest rate and daily interest factor, and Electronic Funds Transfer (EFT) unit phone and fax numbers.

Variable print according to the following specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
SDI Tax Rate	6	30 through 40	N.NN%(.NNNN)
SDI Taxable Wage Limit	6	66 through 75	\$NN,NNN
Semi-annual Interest Rate	12	55 through 64	N.N%(.NN)
Daily Interest Factor	13	22 through 28	.NNNNNN

L. WORKSHEETS
VARIABLE PRINT
DATA- Variable print data will include UI, ETT, and SDI Taxable Wage Limits.

Variable print according to the following specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
UI Taxable Wage Limit	3	55 through 64	\$ N,NNN.NN
ETT Taxable Wage Limit	4	55 through 64	\$ N,NNN.NN
SDI Taxable Wage Limit	5	55 through 64	\$NN,NNN.NN

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M. NEW EMPLOYEE
REGISTRY (NER)
INSERT VARIABLE
PRINT DATA-

Variable print data will include EDD address for NER, NER
and magnetic media phone number, and NER Internet site.

Variable print according to the following specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
NER Address	13, 14 & 15	32 through 61	Letter/Number
NER Fax Number	18	31 through 45	N-NNN-NNN-NNNN
NER Phone Number	20	49 through 63	N-NNN-NNN-NNNN

N. INDEPENDENT
CONTRACTOR
REPORTING (ICR)
INSERT VARIABLE
PRINT DATA-

Variable print data will include IC phone and FAX number,
EDD address for IC Reporting, magnetic media phone
number, and IC Reporting Internet site.

Variable print according to the following specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
IC Address	13, 14 & 15	11 through 68	Letter/Number
IC FAX Number	18	36 through 50	N-NNN-NNN-NNNN
IC Phone Number	20	53 through 67	N-NNN-NNN-NNNN

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O. DE 88 COUPON
OCR
PERSONALIZED
DATA-

Personalized data will include Employer's Name, DBA (if any), Employer's Account Number, UI, ETT and SDI Tax Rates, and OCR scan-line (comprised of form and the revision number, and employer account number).

Printing is six print lines to the vertical inch and 10 print positions to the horizontal inch. For alignment purposes, top edge of the form is line zero, bottom edge of the form is line 22, first print position at left edge of form is one, and last print position at right edge of form is 85.

Alignment of personalized data in the coupon booklet is subject to approval of OCR readability. Starting with this alignment, print according to the following specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
Tax Year	3	50 through 53	NNNN
UI Tax Rate	5	52 through 55	N.NN%
ETT Tax Rate	7	52 through 55	N.NN%
DI Tax Rate	9	52 through 55	N.NN%
Employer Name and DBA	9 & 10	7 through 38	Letter/Number
Employer Account Number	13	14 through 32	N N N N N N N N
OCR Scan-Line	18	30 through 37	NNNNNNNN

P. DEPARTMENT
NAME

EMPLOYMENT DEVELOPMENT DEPT will be printed in the area between employer account number fill-in boxes and the OCR scan-line.

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>
Department Name	15	18 through 44

Q. TARGET MARKS
(See Exhibit C, 2)

Target mark(s) measuring ¼ inch square will printed in the upper left and lower right hand corner of the form.

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R. PREPRINTED
DATA (See
Exhibit C, 1V)

1. Vertical Positioning (Interiors of fill-in boxes for Pay Date, Deposit Schedule, Quarter Covered, Employer Account Number, and Department Use Only measure 2/10" wide by 1/4" high. Interiors of fill-in boxes for Deposit Amounts measure 2/10" by 5/16" high).
 - a. PAY DATE, NEXT BANKING DAY, and UI
0 5/6 of an inch from top of form to bottom of line.
 - b. SEMI-WEEKLY and ETT
1 1/6 inches from top of form to bottom of line.
 - c. MONTHLY and DI
1 3/6 inches from top of form to bottom of line.
 - d. QUARTERLY and California PIT
1 5/6 inches from top of form to bottom of line.
 - e. Employer Account Number, QUARTER COVERED and Penalty
2 1/6 inches from top of form to bottom of line.
 - f. Interest
2 3/6 inches from top of form to bottom of line.
 - g. TOTAL PAID
2 5/6 inches from top of form to bottom of line.
 - h. DEPARTMENT USE ONLY
3 3/6 inches from top of form to bottom of line.
 - i. PREPARER'S SIGNATURE / PHONE NUMBER BOX
3 2/6 inches from top of form to top of line
3 4/6 inches from top of form to bottom of line.
 - j. COUPON
3 4/6 inches from top edge of form to bottom of line.

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S. PREPRINTED
DATA (See
Exhibit C, 1H)

1. Horizontal Positioning (Interiors of fill-in boxes for Pay Date, Deposit Schedule, Quarter Covered, Employer Account Number, and Department Use Only measure 2/10" wide by 1/4" high. Interiors of fill-in boxes for Deposit Amounts measure 2/10" wide by 5/16" high).

- a. PAY DATE

Left edge of box must be located 2 1/2 inches from left edge of form.

- b. NEXT BANKING DAY, SEMI-WEEKLY, MONTHLY, and QUARTERLY

Left edges of boxes must be located 5 inches from left edge of form.

- c. UI, ETT, DI, California PIT, Penalty, Interest, and TOTAL PAID

Left edges of boxes must be located 6 1/2 inches from left edge of form.

- d. Employer Account Number

Left edge of box must be located 1 7/10 inches from left edge of form. (Gaps between third and fourth and seventh and eighth number fill-in box measure 2/10 of an inch wide).

- e. QUARTER COVERED and DEPARTMENT USE ONLY

Left edges of boxes must be located 4 6/10 inches from left edge of form.

- f. PREPARER'S SIGNATURE / TELEPHONE NUMBER

Left edge of preparer's signature box starts at left perforation. Left edge of telephone number box located 2 5/10 inches from left edge of form. Right edge of telephone number box stops a 3 8/10 inches from left edge of form.

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S. PREPRINTED
DATA (cont.)g. COUPON

8 inches from left perforation to right edge of form.
Overall measurement - 8 ½ inches from left edge to
right edge of form.

T. CHANGE OF
ADDRESS
VARIABLE PRINT
DATA-

Variable print data will include Employer Account Number,
Employer Name and Address, and EDD's address for FACD
MIC28.

Variable print according to the following specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
Account Number	8	12 through 27	6215NNNNNNNN1734
Employer Name and Address	11 through 14	8 through 38	Letter/Number
FACD MIC28 Address	18 through 21	47 through 80	Letter/Number

U. REORDER FORM
VARIABLE PRINT
DATA)-

Variable print data will include Employer Account Number,
and Employer Name and Address on front and EDD's
address for DMG MIC96.

Variable print on **front** according to the following
specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
Account Number	8	12 through 27	6215NNNNNNNN1734
Employer Name and Address	11 through 14	11 through 40	Letter/Number

Variable print on **back** according to the following
specifications:

<u>ITEM</u>	<u>PRINT LINES</u>	<u>PRINT POSITIONS</u>	<u>PRINT FORMAT</u>
Postal Bar code	12	Beginning with 28	Mail Format
DMG MIC96 Address	14 through 17	28 through 60	Mail Format

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- V. DE 88 COURTESY RETURN ENVELOPE
(See Exhibit C,3, C, 3F & C, 3R)
- DE 88 Courtesy Return Envelope (CRE) is to be included with each Payroll Tax Deposit DE 88 Coupon booklet. Windowed DE 88 CRE must have Facing Identification Marks (FIMs) and POSTNET Barcode as specified by the U.S. Postal Service.
- Paper: 24 lb. white wove, cellophane window.
- Ink: Dark Blue PMS-308.
- Return Address: To be provided by EDD as part of the copy to be printed.
- FIMs: Pursuant to Courtesy Reply Mail Guidelines for the U.S. Postal Service.
- POSTNET Barcode: Pursuant to Courtesy Reply Mail Guidelines for the U.S. Postal Service.
- W. OUTGOING ENVELOPE
(See Exhibit C, 4F & C, 4R)
- Payroll Tax Deposit DE 88 Coupon booklets are to be mailed directly from contractor's plant in a cellophane windowed envelope designed to accommodate the Payroll Tax Deposit coupon booklet and DE 88 CRE(s). Outgoing envelope must Have FIMs as specified by the U.S. Postal Service.
- Forwarding Service Requested by EDD.
- Paper: 28 lb. white wove, cellophane window.
- Ink: Standard Black.
- Return Address: To be provided by EDD as part of the copy to be printed.
- FIMs: Pursuant to Courtesy Reply Mail Guidelines for the U.S. Postal Service.
- Indicia: To be printed to correspond with the sort type of mailing.

DE 88 COURTESY RETURN ENVELOPE SPECIFICATIONS

These specifications cover custom design and size envelopes used by the Employment Development Department (EDD) for mailing letters which are required to be suitable for machine mailing, sealing and sorting.

Envelope specified size measurement is minimum, only a tolerance of +1/16 inch is acceptable. Tolerance for all other measurements is + or - 1/16 inch. Deviations to specifications are to be agreed upon by requester. Deviations with out approval will result in refusal of order.

Note: **Equipment - Processing speeds:** This envelope must be capable of being processed into automatic accumulators at rates up to and including 5,000 pieces per minute using Longford and Streamfeeder document feeders without catching or jamming. Failure of the envelope to be successfully processed without catching or jamming will result in the envelope being rejected.

SUMMARY OF CRITICAL ITEMS IN SPECIFICATIONS:

- **ENVELOPE SIZE:** #9 custom window (3-7/8" x 8-7/8")
- **ENVELOPE PAPER:** White, bond wove, 24lb.
- **CONSTRUCTION:** 3/4" Side-seam construction. Side-seams shall be firmly glued.
- **WINDOW(s):** Size (5/16 X 3-1/2), location 1-5/8" from left, 1-1/8" from bottom. Window Patch: Glassine only, 115-gauge.
- **PRINTING:** Front and back, custom Security Screen Tint
- **INK COLOR:** PMS 308

DESCRIPTION:

Envelope Size: #9 (3-7/8" x 8-7/8"), window envelope, white, bond wove, 24 lb., Due to the need for rigidity of envelopes through inserting, scanning, and sorting processes, recycled paper is not acceptable.

Window Size: (5/16" X 3-1/2"), Location, 1-5/8 inch from left edge and 1-3/16 inch from envelope bottom.

Window Patch Material: Glassine material is required to prevent static electricity retention. Envelope window is to be free of slivers and debris. Window patch material may not be located within 1/8 inch of any edge of the envelope. Window patch must be composed of 115-gauge material.

To prevent separation or jamming with high-speed equipment, special attention must be taken to ensure that the window patch is secure and sealed as close as possible to the edges, and shall be firmly sealed particularly at the top or leading edge. Sealing around window shall be secure and within 1/16 inch of edge of window.

Security Tint: A security tint of PMS 308 shall be applied to the interior of the envelope. Security tint will be text "www.edd.ca.gov" repeated with a single bullet between each repetition at a thirty-degree angle from left to right.

Scale: 6 Print Lines per Vertical Inch, 10 Print Positions per Horizontal Inch
Box sizes for Payroll date, Payment Type, Payment Quarter,
and Employer Account Number are 2/10" wide by 1/4" high.
Box sizes for Payment Amounts are 2/10" wide by 5/16" high.

 Employment Development Department State of California		PAYROLL TAX DEPOSIT DE 88		(TYPE OR PRINT IN BLACK INK ONLY)	
1. PAY DATE: MUST BE COMPLETED M M D D Y Y (Last PAY DATE covered by deposit)		2. DEPOSIT SCHEDULE: (MUST MARK ONE BOX)		4. DEPOSIT AMOUNTS:	
P O BOX 826276 SACRAMENTO, CA 94230-6276 Employer Name Employer DBA This is your account number; please enter on your check 		NEXT BANKING DAY ☐		A) UI	
		SEMIWEEKLY ☐		B) ETT	
		MONTHLY ☐		C) SDI	
		QUARTERLY ☐		D) California PIT	
		3. QUARTER COVERED		E) Penalty	
Y Y Q		G) TOTAL PAID \$		PAY THIS AMOUNT	
EMPLOYMENT DEVELOPMENT DEPT					
THIS FORM SHOULD BE USED FOR THIS ACCOUNT NUMBER ONLY					
PREPARER'S SIGNATURE X		TELEPHONE NO.		TOTAL LINES A THROUGH F. DO NOT FOLD OR STAPLE. Make check payable to EDD .	
		DEPARTMENT USE ONLY		DE 88 Rev. 16 (12-09)	

8"

34/6"

Scale: 10 Print Positions per Horizontal Inch

Box sizes for Payroll date, Payment Type, Payment Quarter,
and Employer Account Number are 2/10" wide by 1/4" high.

Box sizes for Payment Amounts are 2/10" wide by 5/16" high.

1/2" INDENT 3/4" INDENT

5 9/10"
4 9/10"
18/10"

2"
32/10"
45/10"
38/10"
41/10"
3"
28/10"
2"
18/10"
12/10"
47/10"
6"
58/10"
38/10"
78/10"
25/10"
41/10"
53/10"
8"

EDD Employment Development Department
State of California

PAYROLL TAX DEPOSIT DE 88 (TYPE OR PRINT IN BLACK INK ONLY)

1. PAY DATE: MUST BE COMPLETED
M M D D Y Y

2. DEPOSIT SCHEDULE: (MUST MARK ONE BOX)
NEXT BANKING DAY ☐
SEMIWEEKLY ☐
MONTHLY ☐
QUARTERLY ☐

3. QUARTER COVERED Y Y Q

4. DEPOSIT AMOUNTS:

Rate	Tax	
A)	UI	
B)	ETT	
C)	SDI	
D)	California PIT	
E)	Penalty	
F)	Interest	
G)	TOTAL PAID \$	

EMPLOYMENT DEVELOPMENT DEPT

THIS FORM SHOULD BE USED FOR THIS ACCOUNT NUMBER ONLY

PREPARER'S SIGNATURE: X TELEPHONE NO. 12345678

DEPARTMENT USE ONLY

TOTAL LINES A THROUGH F. DO NOT FOLD OR STAPLE. Make check payable to **EDD**.

DE 88 Rev. 16 (12-09)

Scale: 6 Print Lines per Vertical Inch

Box sizes for Payroll date, Payment Type, Payment Quarter,
and Employer Account Number are 2/10" wide by 1/4" high.

Box sizes for Payment Amounts are 2/10" wide by 5/16" high.

 Employment Development Department State of California		PAYROLL TAX DEPOSIT DE 88 (TYPE OR PRINT IN BLACK INK ONLY)																																																																																																					
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TOTAL LINES A THROUGH F.
DO NOT FOLD OR STAPLE.
Make check payable to **EDD**.

DE 88 Rev. 16 (12-09)

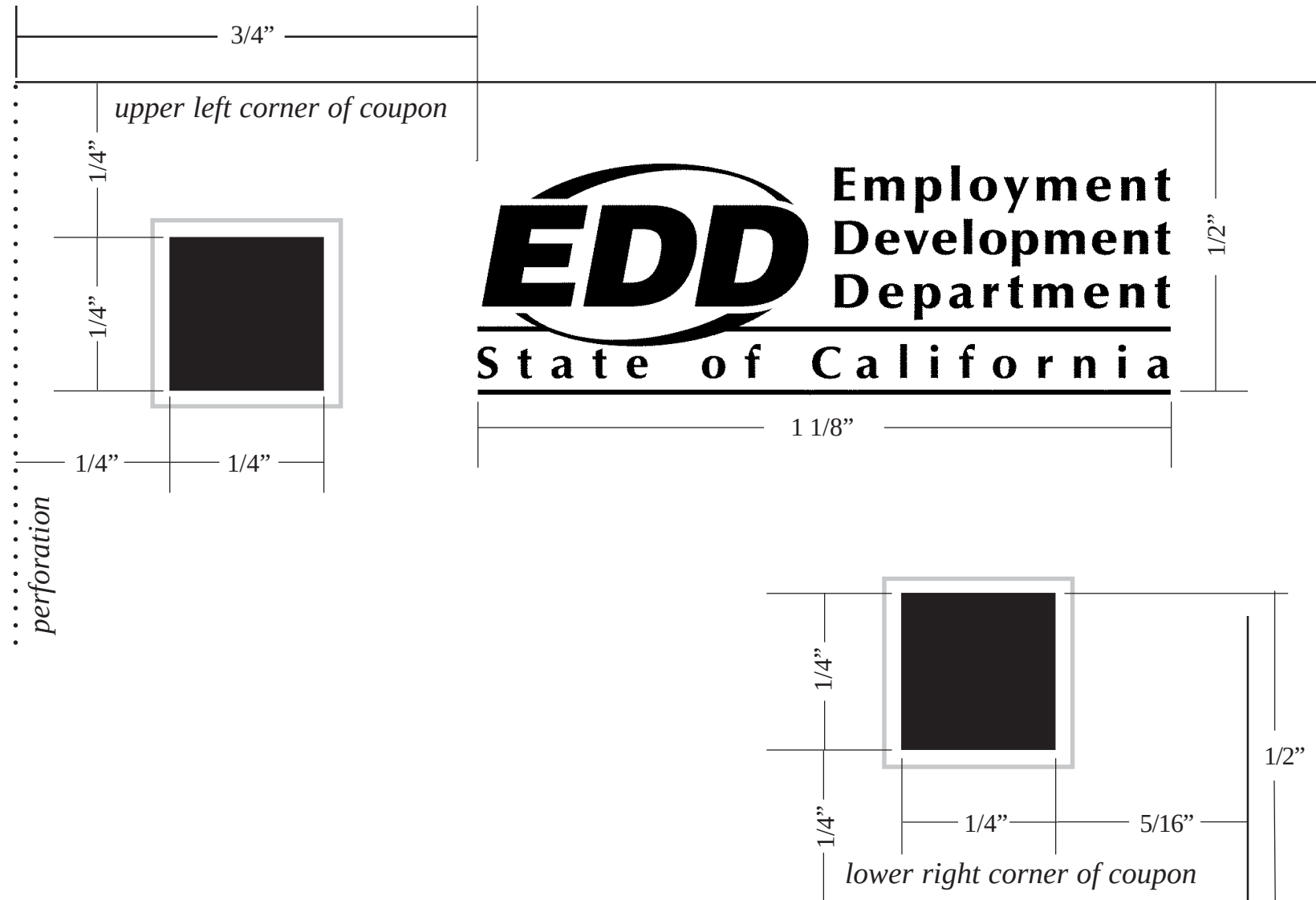


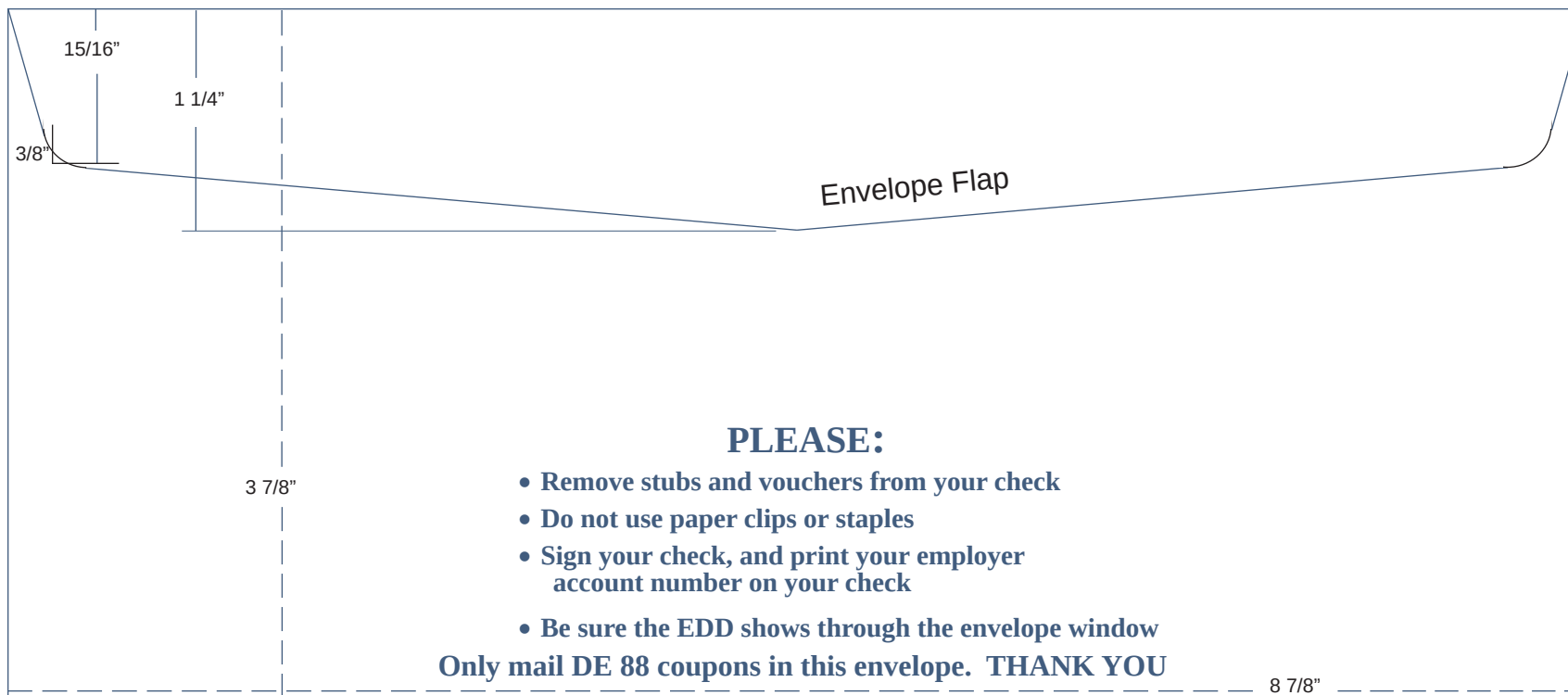
Diagram illustrating the dimensions and layout of a DE 88 Payroll Tax Deposit Coupon. The coupon is rectangular with various sections and markings.

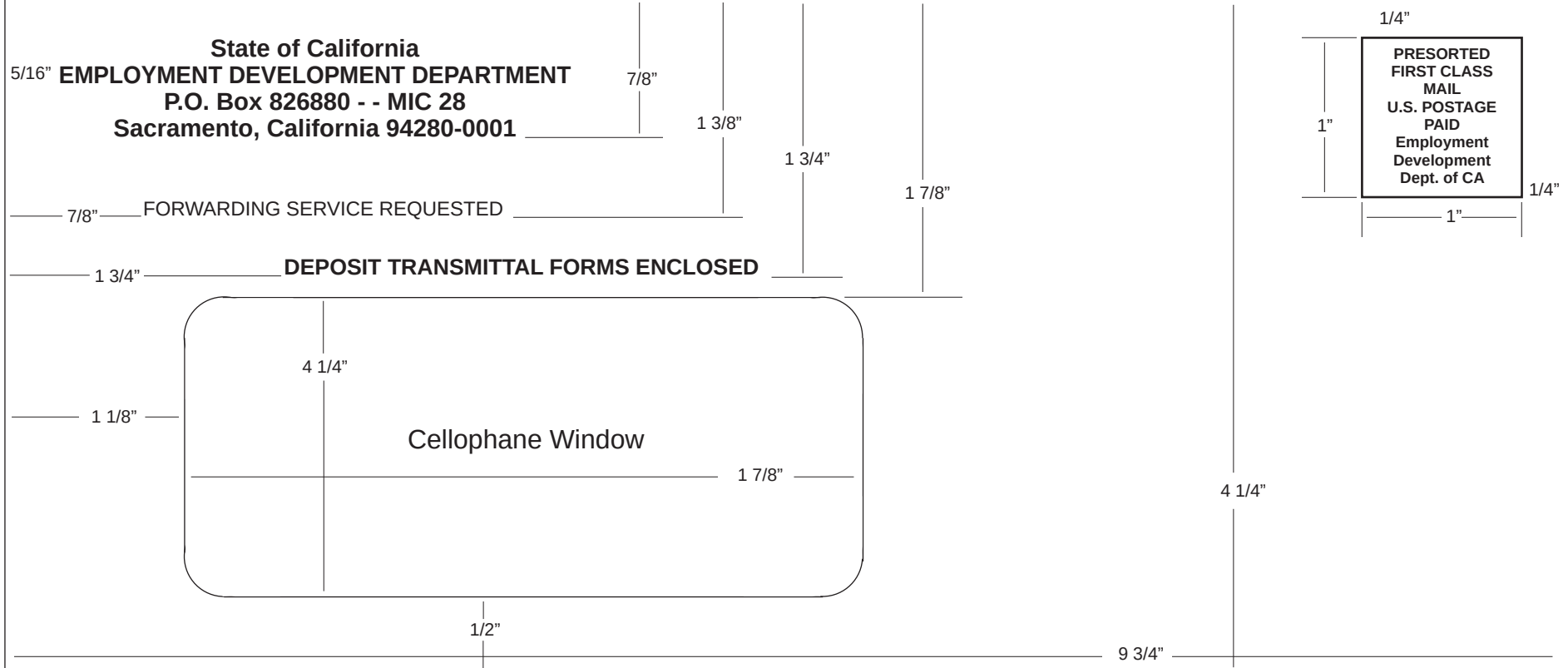
Dimensions and Markings:

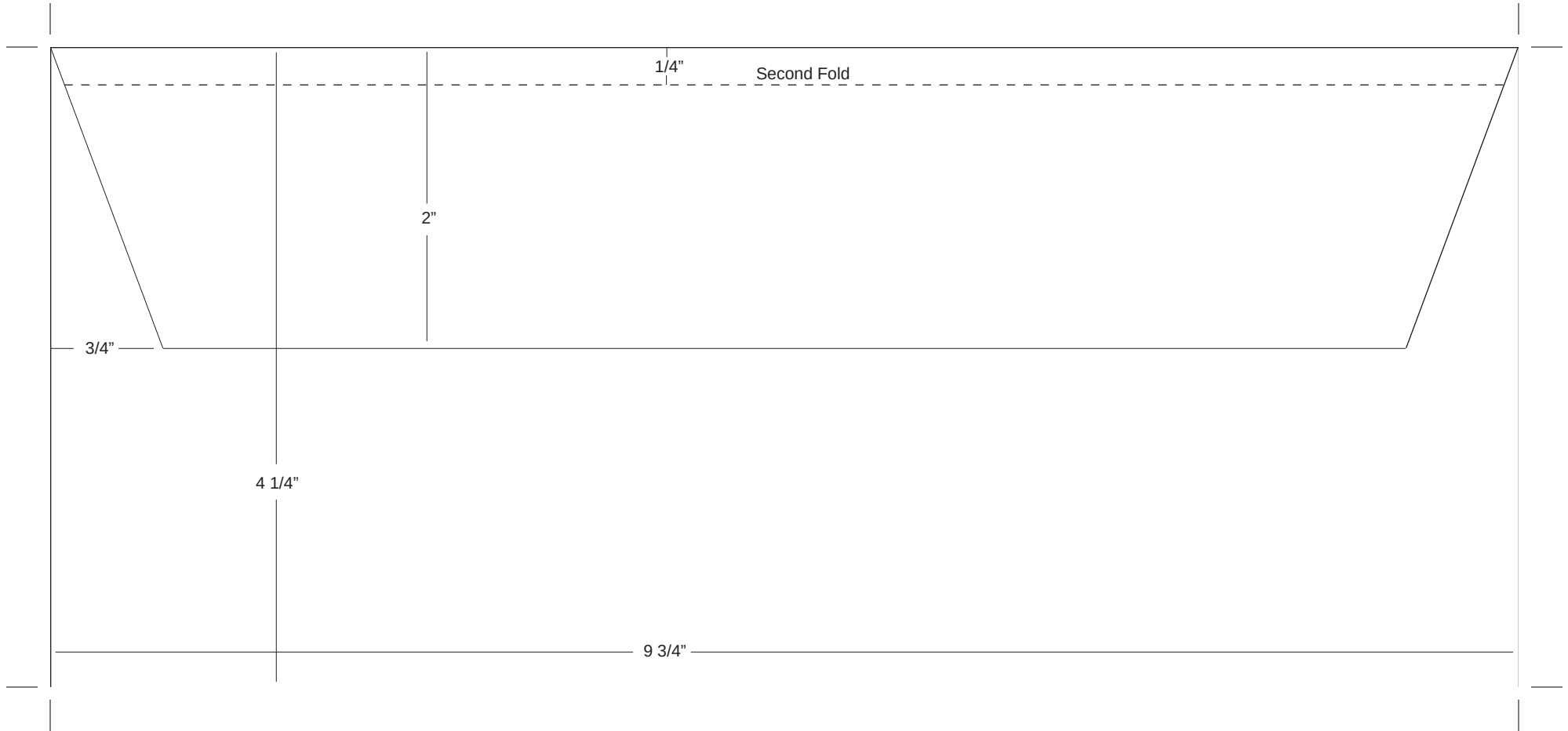
- Top left: $5/16"$ (height), $1\ 1/2"$ (width), $5/12"$ (width), $4/6"$ (width), $11/12"$ (width).
- Top right: $1/4"$ (width), $5/8"$ (height), $1"$ (height), $3/4"$ (height), $13/16"$ (width), $1\ 1/16"$ (width).
- Center: $2"$ (width), $1\ 5/6"$ (height), $2\ 5/12"$ (height), $2\ 9/12"$ (height), $3\ 1/6"$ (height).
- Bottom left: $1/4"$ (height), $5\ 1/8"$ (width), $1\ 5/8"$ (width), $2\ 1/4"$ (width), $1\ 1/8"$ (height).
- Bottom right: $2"$ (width), $2\ 1/4"$ (width), $2\ 1/2"$ (width).

Text and Labels:

- FROM** (top left)
- FOR THE DE 88 PAYROLL TAX DEPOSIT COUPON** (center)
- Cellophane Window** (center, below coupon text)
- PO BOX 826276** (bottom center)
- SACRAMENTO CA 94230-6276** (bottom center)
- PLACE STAMP HERE** (top right, inside a box)







DATA PROCESSING MAGNETIC TAPE FORMAT

This format is just a guideline and can be revised with the mutual consent of the Contractor and EDD.

Tape will be model 3480/18 track/38,000 BPI (6250 BPI can be created if necessary).

Record format will be fixed block. Extended Binary Coded Decimal Interchange Code (EBCDIC)
Record length will be 290 bytes.
Block size will be 31,900.

Record Name: DE 88 Vendor Tape Transaction

<u>Position</u>	<u>Byte Length</u>	<u>Picture</u>	<u>Usage</u>	<u>Field Description</u>
1	1	X(1)	DSPLY	Record Code - 'p'
2	1	X(1)	DSPLY	ZIP Sort Category '1' - Residual '2' - 5-digit
3-7	5	X(5)	DSPLY	ZIP Code
8	1	X(1)	DSPLY	Blank
9-15	7	9(7)	NUMERIC	Employer Account Number
16	1	9(1)	NUMERIC	Check Digit
17-18	2	9(2)	NUMERIC	Agent Code (blank if no agent reporting)
19-20	2	9(2)	NUMERIC	Return Address Code

01 -

All ZIP codes not listed below.

DE 88 Vendor Tape Transaction (Cont.)

04 -

900 - 908
910 - 918
926 - 935

05 -

919 - 925

RECORD NAME: DE 88 Vendor Tape Transaction

Five Line Employer Address -

<u>Position</u>	<u>Byte Length</u>	<u>Picture</u>	<u>Usage</u>	<u>Field Description</u>
21 - 60	40	X(40)	DSPLY	Print Line 1 (Owner, DBA,
61 - 100	40	X(40)	DSPLY	Print Line 2 (Care-of data
101-140	40	X(40)	DSPLY	Print Line 3
141-180	40	X(40)	DSPLY	Print Line 4 Street or P.O.
181-195	15	X(15)	DSPLY	City
196	1	X(1)	DSPLY	Blank
197-198	2	X(2)	DSPLY	State
199	1	X(1)	DSPLY	Blank
200-204	5	X(5)	DSPLY	First 5 Digits of ZIP Code

DE 88 Vendor Tape Transaction (Cont.)

<u>Position</u>	<u>Byte Length</u>	<u>Picture</u>	<u>Usage</u>	<u>Field Description</u>
205	1	X(1)	DSPLY	Hyphen (-)
206-209	4	X(4)	DSPLY	Last 4 Digits of ZIP Code
210	1	X(1)	DSPLY	Blank
211-220	10	X(10)	DSPLY	Foreign Country
221-232	12	X(12)	DSPLY	Bar Code & Check Digit Number
233-245	13	X(13)	DSPLY	ETDO Phone Number
246-249	4	X(4)	DSPLY	UI Rate
250-253	4	X(4)	DSPLY	ETT Rate
254-257	4	X(4)	DSPLY	DI Rate
258-264	7	X(7)	DSPLY	UI Taxable Wage Limitation
265-271	7	X(7)	DSPLY	DI Taxable Wage Limitation
272	1	X(1)	DSPLY	Book-Size Indicator
273-278	6	X(6)	DSPLY	Tax Year
279-290	12	X(12)	DSPLY	Blank

MAILING INSTRUCTIONS

The Payroll Tax Deposit DE 88 Coupon booklets must be mailed as follows:

<u>Schedule</u>	<u>Mailing Date</u>	<u>Type of Sort</u>
For 2012:		
• First mass mailing tape for all employers		First Class/Presort Zip + 4 + 2 Barcode
- 24 coupon count	12-16-2011	
- 18 coupon count	12-16-2011	
• Second mass mailing tape for all employers		First Class/Presort Zip + 4 + 2 Barcode
- 14 coupon count	01-17-2012	
• Third mass mailing tape for all employers		First Class/Presort Zip + 4 + 2 Barcode
- 6 coupon count	03-16-2012	
• Weekly update tapes for all employers	By the 4 working day after receipt of mag tape	First Class/Presort Zip + 4 + 2 Barcode
For 2013:		
• First mass mailing tape for all employers		First Class/Presort Zip + 4 + 2 Barcode
- 24 coupon count	12-14-2012	
- 18 coupon count	12-14-2012	
• Second mass mailing tape for all employers		First Class/Presort Zip + 4 + 2 Barcode
- 14 coupon count	01-16-2013	
• Third mass mailing tape for all employers		First Class/Presort Zip + 4 + 2 Barcode
- 6 coupon count	03-15-2013	
• Weekly update tapes for all employers	By the 4 working day after receipt of mag tape	First Class/Presort Zip + 4 + 2 Barcode

Contractor to maintain the sort of coupon booklets as provided by EDD in the magnetic tape, and coupon booklet sort is by zip code.

IFB No. 53333

Attachment A5

Page 2 of 2

The Contractor must process the mailings in accordance with the U.S. Postal Service requirements for the specific type of sort for each mailing. Number of mailings will be:

Two (2) mass mailings and 104 weekly updates

Postage will be paid by EDD via postal permit preprinted on outgoing windowed envelopes. EDD will be responsible for all required permits and payments will be made directly to the U.S. Postal Service.

EXHIBIT B**BUDGET AND PAYMENT PROVISIONS****A. Invoicing and Payment**

1. The total amount of this Agreement shall not exceed _____ \$(_____).
2. Upon successful completion of the mailing of Payroll Tax Deposit Coupon booklets, the Contractor will invoice, on a monthly basis in triplicate, in arrears for work completed during that month. The invoice must detail the amount charged for each mass mailing and the amount charged for weekly reorder jobs. The unit cost of:

Mass Mailing

Booklet containing 24 coupons (includes 1 courtesy return envelope) per book at/100 (\$_____)

Booklet containing 18 coupons (includes 1 courtesy return envelope) per book at/100 (\$_____)

Booklet containing 14 coupons (includes 1 courtesy return envelope) per book at/100 (\$_____)

Booklet containing 6 coupons (includes 4 courtesy return envelopes) per book at/100 (\$_____)

Weekly Mailings

Booklet containing 18 coupons (includes 1 courtesy return envelope) per book at/100 (\$_____)

The above prices will be used to compute the mass mail and weekly invoice charges.

3. Invoice(s) must indicate:
 - (a) Date tapes were received by the Contractor.
 - (b) Date of invoice.
 - (c) Date of completion of production and of mailing.
 - (d) Itemization of work performed.
 - (e) Net due.
 - (f) EDD Contract Number.
4. The invoice must reference the EDD Contract Number and shall be forwarded to:

**Employment Development Department
Attn: Lewis A. Whitaker
Tax Support Division, MIC 93
P.O. Box 826880
Sacramento, CA 94280-0001**

EXHIBIT B**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.

EDD has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

IFB No. 53333

Attachment B1

Page 1 of 1

BOND REQUIREMENTS

1. Performance Bond

The Bidder shall furnish, at no cost to EDD, a Performance Bond equal to 100% of the contract amount. The bond shall be on a form from an admitted surety insurer and must guarantee Contractor's compliance with the terms of the contract. The Performance Bond shall remain valid during the contract period and remain in effect until the Contractor's satisfactory compliance with the terms of the contract has been completed.

The bond is to warrant manufacturing of a quality product, on time, to protect against loss of EDD materials and to protect EDD against all losses hereto related.

2. Bond Requirements of the Award

Within 21 days after notification of contract award the successful Bidder MUST submit the instrument satisfying the bond requirement of the award in the form of a Performance Bond as stipulated. Failure to submit the required document within 21 days shall result in a cancellation of the award. The contract may then be awarded to the next lowest responsible bidder.

Send the bond to:

**Employment Development Department
Attn: Patrick Bates
Contract Services Group, MIC 62-C
722 Capitol Mall, Room 2099
Sacramento, CA 94280-0001**

GTC 610

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.

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Page 2 of 4

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.

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Page 3 of 4

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

IFB No. 53333

Page 4 of 4

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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EXHIBIT D**PROTECTION OF CONFIDENTIALITY**

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

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of EDD's confidential information solely for purposes specifically authorized under this Agreement that meets 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, 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 you will comply with all applicable statutes, rules, and/or regulations and Agreement information security requirements, including but not limited to the following:
 - [Unemployment Insurance Code §1094](#) (Disclosure Prohibitions)
 - [Title 20, Code of Federal Regulations §603.9 and §603.10](#) (Federal Unemployment Compensation Safeguards and Security Requirements)
 - Civil Code §1798, et seq. (Information Practices Act)
 - [Penal Code §502](#) (Computer Fraud Act)
 - [Title 5, U.S. Code §552a](#) (Federal Privacy Act Disclosure Restrictions)
 - [Title 18, U.S. Code §1905](#) (Disclosure of Confidential Information)
 - [Title 42, U.S. Code §503](#) (Social Security Act)
- 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 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 EDD 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 uses of the information authorized by this Agreement
- g. Notify the EDD 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 must describe the incident in detail and identify responsible personnel (name, title and contact information).

Exhibit D

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the Requester under this Agreement remains the property of EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the:
 - Confidential nature of the EDD information,
 - Requirements of this Agreement, and
 - Sanctions specified in federal and state unemployment compensation laws and of any other relevant statutes against unauthorized disclosure of confidential information provided by EDD.
- c. Require completion of the following documents as specified:
 - **State Agencies:**
 - o Employment Development Department Confidentiality Agreement (Attachment D1): Required to be completed by all personnel assigned to work with the information provided by EDD.
 - o Employment Development Department Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
 - **State Agency Contractors and Subcontractors:**
 - o Employment Development Department Confidentiality Agreement (Attachment D1): Required to be completed by all personnel assigned to work with the information provided by EDD.
 - o Employment Development Department Indemnity Agreement (Attachment D2): Required to be completed by Chief Financial Officer or authorized Management Representative.
 - o Employment Development Department Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
 - **All other Public and Private Requesters:**
 - o Employment Development Department Confidentiality Agreement (Attachment D1): Required to be completed by all personnel assigned to work with the information provided by EDD.
 - o Employment Development Department Indemnity Agreement (Attachment D2): Required to be completed by Chief Financial Officer or authorized Management Representative.
 - o Employment Development Department Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.

EXHIBIT D

- d. Permit EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to EDD staff, on request and during on-site reviews, copies of the Employment Development Department Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with EDD's confidential information and hereby made a part of this Agreement
- e. Return the required Employment Development Indemnity Agreement (Attachment D2) and/or the Employment Development Department Statement of Responsibility Information Security Certification (Attachment D3) with the signed contract to the EDD-Contract Services Manager.
- f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit 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 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 Section 1094(b) of the Unemployment Insurance Code. Section 1095(u) of the Unemployment Insurance Code does not authorize the use of 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. Personnel assigned to work with 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 EDD confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store 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 requester agency 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.

Exhibit D

- e. Store EDD confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to EDD's data, based on job function
- g. Direct all personnel permitted to use 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 data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from EDD, and any copies thereof made by the requesting agency, entity, or contractor, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to 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.



IFB No. 53333
ATTACHMENT D1
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

	an employee of	
PRINT YOUR NAME		PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code Sections 1094 and 2111, the Civil Code Section 1798 et seq., the Penal Code Section 502, Title 5, USC Section 552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC Section 1905.

 acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL

 acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of EDD's data.

INITIAL

 acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including California Unemployment Insurance Code Section 1094 and 2111, California Government Code section 15619, California Civil Code Sections 1798.53, and Penal Code Section 502.

INITIAL

 acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL

 acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL

 acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

INITIAL

 agree to protect the following types of EDD confidential and sensitive information:

INITIAL

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

 hereby agree to protect EDD's information on either paper or electronic form by:

INITIAL

- Accessing or using EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

Print Full Name (last, first, MI)	Signature
.	
Print Name of Requesting Agency	Date Signed
Check the appropriate box:	
☐ Employee ☐ Subcontractor ☐ Other	☐ Student ☐ Volunteer
Explain	



IFB No. 53333
ATTACHMENT D2
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

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

(Enter name of Chief Financial Officer or authorized Management Representative)

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 any and all employees of:

(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of 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 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (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, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

Print Full Name (last, first, MI)

Signature

Print Title

Date Signed

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity



IFB No. 53333
ATTACHMENT D3
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and <Enter title of authorized official: Agency Chief Information Officer, Confidentiality Officer, Disclosure Officer, or other individual with delegated signature authority> hereby certify that <TYPE: Name or the requesting entity/agency> has in place the safeguards and security requirements stated in this Interagency Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of EDD Contract No. M<Enter EDD Contract Number>.

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

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, EMAIL, ETC.)

NOTE: 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

Exhibit E**SPECIAL TERMS AND CONDITIONS****1. Settlement of Disputes**

In the event of a dispute between EDD and the Contractor over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both EDD and the Contractor. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

2. Agency Liability

The Contractor warrants 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, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

4. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

5. Workforce Investment Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

7. Termination

This Agreement may be terminated by EDD by notifying the Contractor in writing 30 days prior to the effective date of termination.

8. Confidentiality

All financial, statistical, personal, technical, and other data and information provided to the contractor by EDD pursuant to the terms of this Agreement are confidential information pursuant to Section 1094 of the California Unemployment Insurance Code. As such, the contractor hereby agrees to maintain and protect the confidentiality of said information and shall disclose said information to its own employees, or its subcontractor(s) and employees only on a "need to know" basis and only for purposes of fulfilling the terms of this

Exhibit E

Agreement. In no event shall said information be disclosed to any individual outside of the contractor's own employees, or its subcontractor(s) and employees. The contractor further agrees to retain information for three years after final payment under the contract.

9. Liquidated Damages

It is agreed by the parties of the Agreement that in case of delay in completing any job under this Agreement within the time or times set forth in the Terms and Conditions of these Specifications, and damage is sustained by EDD, that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which EDD will sustain in the event of and by reason of such delay, and it is, therefore, agreed that the contractor will pay to EDD the sum of \$10,000.00 per day or each calendar day delay or fraction thereof for the initial mailing and \$200.00 per day or each calendar day delay or fraction thereof for the weekly mailings that such delivery dates are late. It is further agreed that EDD may deduct the amount thereof from any moneys due or that may become due the contractor under this Agreement.

10. Lobbying Certification

The Contractor hereby assures and certifies to the lobbying restrictions set forth in 29 Code of Federal Regulations (CFR), Part 93 (see Exhibit H).

11. Insurance Requirements

Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. 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, EDD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

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

- A. **General Liability Insurance** - Contractor shall furnish to EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provisions stating:

The insurer shall not cancel the insured's coverage without 30 days prior written notice to EDD; and

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.

Exhibit E

- C. **Workers' Compensation and Employer's 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.

STANDARD AGREEMENT

State of California

Bid 53333

STD. 213 (NEW 02/98)

IFB No. 53333

Exhibit F

Page 1 of 2

AGREEMENT 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

(Successful Bidder)

2. The term of this Agreement is: August 1, 2011 through December 31, 2013

3. The maximum amount \$ of this Agreement is:

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

Attachment A1 -Payroll Tax Deposit Coupon Booklets, Specifications	1	Page
Attachment A2, Specifications for Payroll Tax Deposit DE 88 Coupon Booklets	5	Pages
Attachment A3, DE 88 Courtesy Return Envelope Specifications	16	Pages
Attachment A3-1F, Payroll Tax Deposit Coupon Graphics Specification Chart (Front)	2	Pages
Attachment A3-1H, Payroll Tax Deposit Coupon Graphics Specification Chart (Horizontal)	1	Page
Attachment A3-1V, Payroll Tax Deposit Coupon Graphics Specification Chart (Vertical)	1	Page
Attachment A3-2, Target Mark Graphics Specification Chart	1	Page
Attachment A3-3F, DE 88 Return Envelope Graphics Specification Chart (Front)	1	Page
Attachment A3-3R, DE 88 Return Envelope Graphics Specification Chart (Reverse)	1	Page
Attachment A3-4F, Outgoing Mailing Envelope Graphics Specification Chart (Front)	1	Page
Attachment A3-4R, Outgoing Mailing Envelope Graphics Specification Chart (Reverse)	1	Page
Attachment A4, Data Processing Magnetic Tape Format	3	Pages
Attachment A5, Mailing Instructions	2	Pages
Exhibit B – Budget Detail And Payment Provisions	2	Pages
Attachment B1, Bond Requirements	1	Page
*Exhibit C – General Terms and Conditions		GTC-610

*View at www.ols.dgs.ca.gov/Standard+Language/default.htm

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) (Successful Bidder)			
BY (Authorized Signature)	DATE SIGNED)		
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
STATE OF CALIFORNIA			
AGENCY NAME			
Employment Development Department			
BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING			
Sheri S. Huber, Chief, Business Operations Planning & Support Division			
ADDRESS			
800 Capitol Mall, MIC 62-C, Sacramento CA 95814		☐ Exempt per _____	

IFB No. 53333
Page 2 of 2

EXHIBIT F**Continuation STD 213, #4.**

Exhibit D – Protection of Confidentiality	4	Pages
Attachment D1, Confidentiality Statement	1	Page
Attachment D2, Indemnity Agreement	1	Page
Attachment D3, Statement of Responsibility	1	Page
Exhibit E – Special Terms and Conditions	3	Pages

COST PROPOSAL

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, and hold licenses necessary to manufacture payroll tax deposit coupon booklets and perform related data processing and mass mailing services for a period of two years and five months. Services shall be provided for EDD Central Office at 800 Capitol Mall, Sacramento, CA in accordance with the specifications and provisions received with the IFB for the total sum of:

_____ Dollars
(\$ _____).

☒ Yes **Complete & Return: Exhibit B, Budget Detail and Payment Provisions (Page 1)**

Bidder's Firm Name (DBA) _____

Business Address _____

City/State _____ ZIP _____

Telephone Number (_____) _____ FAX Number (_____) _____

E-Mail Address _____

Type of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Association

Contractor's Federal ID Number (preferred) or SSAN _____

California Employer Account Number _____

Contractor's License Number _____ Expiration Date _____ Class _____

The Contractor certifies under penalty of perjury the accuracy of his/her license number, class, and expiration date. **(A bid which does not contain the above information, or if the information is later proven false, shall be considered nonresponsive and rejected by the State agency.)**

Small Business (SB)/Nonprofit Veteran Service Agency* ☐ Yes ☐ No

Small Business (SB)/Microbusiness Certification* ☐ Yes ☐ No

A Non-Small Business Claiming a Minimum of 25% California Certified ☐ Yes ☐ No

Small Business Subcontractor Preference*

(Complete and submit Page 3 of 4 with your bid)

Certified Disabled Veteran Business Enterprise* ☐ Yes ☐ No

*If claiming any of the preferences above, provide your Office of Small Business and DVBE Services Certification Reference Number _____.

Principal who is authorized to bind the bidder:

_____	_____
Typed Name	Title
_____	_____
Signature	Date

Contractor's contact person shall be: _____
Name and Phone Number

Bids that are returned by mail are to be sent to the Employment Development Department, P.O. Box 826880, MIC 62-C, Sacramento, CA 94280-0001. If bids are delivered in person, deliver to 722 or 800 Capitol Mall (Drop box located in the Lobby – "Contract Services Group Bid Proposals"). All bids must be **received** and **time stamped** in Contract Services Group, no later than **3 p.m.**, _____.

CALIFORNIA CERTIFIED SMALL BUSINESS SUBCONTRACTOR

Subcontractor Name	Address	Phone Number	Description of the work to be performed and/or products supplied	Percentage of the net bid price

(Refer to Instructions to Bidders, California Certified Small Business Subcontractor Preference for additional information.)

ATTENTION ALL BIDDERS**A. Federal Employer ID Number or Social Security Account Number (SSAN)**

Title 2, California Code of Regulations Section 8117.5 requires that all contracting State agencies provide the Department of Fair Employment and Housing the Federal Employer ID Numbers of all vendors awarded State contracts in excess of \$5,000. Additionally, the Federal Internal Revenue Code requires the State to report certain payments to individuals. Accordingly, you must provide your Federal Employer ID Number or Social Security Account Number (SSAN) in the space provided.

B. California Employer Account Number

The number California employers use to report their Unemployment Insurance, Disability Insurance, and Personal Income Tax payments to the State of California.

C. Original Signature Requirement on Bids

This is to remind bidders that bids must have an original signature, in ink, to be accepted by this office. If bids do not have an original signature in ink, they shall be considered nonresponsive and rejected. Signature stamps are NOT acceptable.

RFQ No.53333

Exhibit H

Page 1 of 2

**CERTIFICATION REGARDING
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 voluntarily 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.

DARFUR CONTRACTING ACT

Effective January 1, 2009, procurements for Non-Information Technology (Non-IT) goods or services must address the requirements of this Act. The Act is intended to preclude State agencies generally from contracting with *SCRUTINIZED* companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A *SCRUTINIZED* company is a company doing specified types of business in Sudan as defined in Public Contract Code section 10476. *SCRUTINIZED* companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for Non-IT goods or services (Public Contract Code section 10477(a)). Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a *SCRUTINIZED* company in order to submit a bid or proposal to a State agency. A *SCRUTINIZED* company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b).

If your company, within the previous three years, had any business activities or other operations outside of the United States, you need to complete the Darfur Contracting Act Certification. This applies regardless of the procurement approach, method, or solicitation format used including, but not limited to: Formal Bids, Informal Bids, Request for Proposals, Invitation for Bids, Non-Competitive Bids, the SB/DVBE Option, and under \$5,000 fair and reasonable pricing.

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code, Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code, Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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 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.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

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, 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, 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 ____

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2005)

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: _____

PO/Contract Description (materials/supplies/services/equipment): _____

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: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

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 Number of Owner)_____
(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 ____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Small Business Nonprofit Veteran Service Agency (SB/NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION (DVBE) PROGRAM REQUIREMENTS

PLEASE READ THESE INSTRUCTIONS CAREFULLY

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS

1. California DVBE Program Requirement

The State has established goals for DVBE participation in State contracts. For this procurement the participation goal is a minimum of 3% of the total contract dollars spent be awarded to a certified Disabled Veteran Business Enterprise (DVBE). . The Std. 840, the Documentation of Disabled Veteran Business Enterprise Program requirements, is available at the following website <http://www.documents.dgs.ca.gov/osp/pdf/std840.pdf>, the Std. 840A, is for the Additional Disabled Veteran Business Enterprise Contacts, the form is available at the following website <http://www.documents.dgs.ca.gov/osp/pdf/std840.pdf>, and the Std. 843, and the DVBE Declarations is available at the following website <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>. These forms are to be completed and returned with the company's bid.

2. The DVBE Incentive Program has been waived for this solicitation.

Please contact the EDD DVBE Advocate, Sheri Larson:

- If you need the instructions and forms mailed to you
- For assistance related to DVBE requirements for this bid package

Sheri Larson

Employment Development Department
Contract Services Group, MIC 62-C
P.O. Box 826880
Sacramento, CA 94280-0001
Phone Number: (916) 653-2337
E-mail: slarson@edd.ca.gov

IFB No.53333

Exhibit K

Page 1 of 1

ENTERPRISE ZONE ACT (EZA)
(IF APPLICABLE)

Whenever the State prepares an IFB/RFP for solicitation for goods or services contracting in excess of \$100,000, except a contract in which the worksite is fixed by the provisions of the contract, the State shall award a 5 percent enterprise zone worksite preference to certain California-based companies. The California-based company must certify under penalty of perjury that no less than 50% of the labor required to perform the contract shall be accomplished at a worksite or worksites located in a designated Enterprise Zone (CCR, Title 2, Section 1896 et seq.).

Bidders desiring to claim this preference must submit a fully executed copy of appropriate forms located at <http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf> with their Final Bid/Proposal.

IFB No. 53333

Exhibit L

Page 1 of 1

TARGET AREA CONTRACT PREFERENCE (TACPA)
(IF APPLICABLE)

Preference will be granted to California-based bidders in accordance with California Code Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the bidders meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Bidders questions regarding this preference are to be directed to:

Department of General Services
Office of Small and Minority Business
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Telephone (916) 375-4609

Bidders desiring to claim this preference must submit a fully executed copy of **appropriate forms located at** <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf> with their Final Bid/Proposal.

IFB No. 53333

Exhibit M

Page 1 of 1

LOCAL AGENCY MILITARY BASE RECOVERY ACT (LAMBRA)
(IF APPLICABLE)

Whenever the State prepares an IFB/RFP solicitation for goods or services contracting in excess of \$100,000, except a contract in which the worksite is fixed by the provisions of the contract, the State shall award a 5 percent enterprise zone worksite preference to certain California-based companies. The California-based company must certify under penalty of perjury that no less than 50% of the labor required to perform the contract shall be accomplished at LAMBRA site (CCR, Title 2, Section 1896 et seq.). Bidders desiring to claim this preference must submit a fully executed copy of **appropriate forms located at** <http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf> with their Final Bid/Proposal.

THIS IS YOUR ACCOUNT NUMBER. PLEASE
ENTER IT ON ANY PAYMENTS AND/OR
CORRESPONDENCE SENT TO US.

2011
PAYROLL TAX
DEPOSIT COUPONS

DO NOT ALTER preprinted information appearing on the *Payroll Tax Deposit* (DE 88) coupon
or use another employer's DE 88 coupon.

Please verify that the preprinted name, address, account number, and tax rate information is correct. If you have any
questions, please contact our **TAXPAYER ASSISTANCE CENTER** toll-free at
Speech and hearing impaired customers may contact us on our TTY line at



STATE OF CALIFORNIA
LABOR AND WORKFORCE DEVELOPMENT AGENCY
EMPLOYMENT DEVELOPMENT DEPARTMENT
P.O. BOX 826276
SACRAMENTO, CA 94230-6276

PLEASE DESTROY ALL PRIOR REVISIONS

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If your tax rates are not printed on this page, refer to your *Notice of Rates and Statement of UI Reserve Account* (DE 2088) mailed to you under separate cover, access our e-Services for Business at <https://eddservices.edd.ca.gov>, or

contact our Taxpayer Assistance Center toll free at

ACCOUNT NUMBER**2011 TAX RATE TABLE**

Taxable wages are the wages paid to employees that are subject to payroll taxes based on the following annual limits:

<u>TAX</u>		<u>TAXABLE WAGE LIMITS</u>	<u>RATE</u>
Unemployment Insurance (UI)	First		in wages per employee per year
Employment Training Tax (ETT)	First		in wages per employee per year
State Disability Insurance (SDI)	First		in wages per employee per year

- An employer's UI contribution rate is based on their reserve account balance and may fluctuate annually.
- Employers with a positive reserve account balance pay ETT.
- The SDI tax rate (includes percentage for Paid Family Leave) is the same for all employers and may fluctuate annually.
- California PIT withholding schedules are located in the 2011 *California Employer's Guide* (DE 44) mailed to you under separate cover. If you do not have this guide, either contact our Taxpayer Assistance Center or see Internet Resource Information, Forms and Publications, on the back of this page.

INTERNET RESOURCE INFORMATION

Topic	Description	Internet Address
Employment Development Department (EDD) Web site	Provides a variety of information on EDD's programs and services, forms and publications, and links to other government sites.	www.edd.ca.gov
EDD e-Services for Business	File returns and reports, make payments, and open a new employer account. Starting Spring 2011, manage your account on-line.	https://eddservices.edd.ca.gov
Forms and Publications	List of EDD forms and publications including the DE 44, DE 88ALL, and DE 88ALL-I (Instructions).	www.edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm
Legal Holidays	List of legal holidays for report and payment purposes.	www.edd.ca.gov/Payroll_Taxes/Legal_Holidays.htm
Rates, Withholding Schedules, & Meals and Lodging Values	Rates, Withholding Schedules, & Meals and Lodging Values for 2011. Historical information also available.	www.edd.ca.gov/Payroll_Taxes/Rates_and_Withholding.htm
Tax payment information	Provides tax payment and deposit requirement information (for Next Banking Day, Semiweekly, Monthly, and Quarterly).	www.edd.ca.gov/Payroll_Taxes/Required_Filings_and_Due_Dates.htm
Federal tax requirements	Federal employment and personal income tax requirements. Federal <i>Employer's Tax Guide</i> (Publication 15, Circular E) and <i>Employer's Supplemental Tax Guide</i> (Publication 15-A).	www.irs.gov

IMPORTANT NOTICE

CHANGE IN P.O. BOX FOR PAYROLL TAX DEPOSITS

The EDD P.O. boxes for the DE 88, Payroll Tax Deposit, in Los Angeles and San Diego have been eliminated. Please ensure that all DE 88 coupons and checks are mailed to the following address:

Employment Development Dept
P.O. Box 826276
Sacramento, CA 94230-6276

**PLEASE DESTROY ALL DE 88 RETURN ENVELOPES PRINTED WITH EITHER THE LOS ANGELES
OR SAN DIEGO P.O. BOXES.**

Another way to make your payments to EDD is by credit card.

To find out more, access <https://eddservices.edd.ca.gov> or www.officialpayments.com

or call Official Payments at 1-800-272-9829.

Note: There is a 2.5% transaction fee charged by and paid directly to the credit card vendor.

State Payroll Tax Seminars

The EDD's Employment Tax Offices offer State payroll tax seminars in a variety of locations throughout California to help employers comply with State of California employment tax laws. State payroll tax seminars are customized to benefit everyone - established businesses, those just getting started, individuals anticipating going into business, and payroll agents. For seminar dates and locations, please go to www.edd.ca.gov/Payroll_Tax_Seminars or call 1-888-745-3886.

Please use the *Payroll Tax Deposit* (DE 88) coupons contained in this booklet to make your payroll tax payments of Unemployment Insurance (UI) and Employment Training Tax (ETT) contributions, and State Disability Insurance (SDI) and California Personal Income Tax (PIT) withholdings. See pages 4 and 5 for Payment Due Date information.

CHANGES TO THE DE 88 COUPON AND BOOKLET

- Please use the SDI tax rate of _____ and SDI taxable wage limit of _____ when calculating SDI withholdings for 2011. SDI tax rate includes a percentage for Paid Family Leave.
- The California PIT deposit threshold is used in conjunction with your federal deposit schedule to determine when your deposit is due based on the amount of accumulated California PIT that you have withheld. See pages 2 and 3 for California deposit requirements.
- The semi-annual interest rate for January 1 through June 30, 2011, is _____ The corresponding daily interest factor is _____ Please use this factor when calculating interest due.
- Instructions for calculating UI, ETT, SDI, and California PIT withholdings are included in the DE 88ALL-I (Instructions). The DE 88ALL-I is available on EDD's Web site (See INTERNET RESOURCE INFORMATION page). If you need these instructions or have questions about calculating payroll tax payments, please call our Taxpayer Assistance Center.

Make your payroll tax payments electronically by accessing e-Services for Business at **<https://eddservices.edd.ca.gov>**.

CALIFORNIA DEPOSIT REQUIREMENTS

CALIFORNIA DEPOSIT SCHEDULE	REQUIREMENT DEFINITION
Next Banking Day	You are required to make Next Banking Day SDI and PIT deposits if you are required to make federal Next Banking Day deposits AND you accumulate more than \$500* in California PIT during one or more payroll periods. If you accumulate \$350-\$500 in PIT during one or more pay periods, see Monthly deposit schedule on page 3.** The Next Banking Day deposit schedule requires deposits to be made by the next banking day. Banking days do not include Saturdays, Sundays, and legal holidays.
Semiweekly	You are required to make Semiweekly SDI and PIT deposits if you are required to make federal Semiweekly deposits AND you accumulate more than \$500* in California PIT during one or more payroll periods. If you accumulate \$350-\$500 in PIT during one or more pay periods, see Monthly deposit schedule on page 3.** The Semiweekly deposit schedule requires the following: • for pay dates on Wednesday, Thursday, and Friday, deposits must be made by the following Wednesday • for pay dates on Saturday, Sunday, Monday, or Tuesday, deposits must be made by the following Friday Semiweekly depositors always have three business days after the end of the Semiweekly period to make a deposit. If any of the three business days after the end of the Semiweekly period is a legal holiday, you will have an additional business day to make your deposit.

(continued)

* California PIT deposit threshold may be adjusted annually.

REMEMBER: Once you make a Next Banking Day deposit to IRS, your Federal Deposit Schedule automatically becomes Semiweekly for the remainder of that calendar year and all of the following calendar year.

CALIFORNIA DEPOSIT REQUIREMENTS (continued)

CALIFORNIA DEPOSIT SCHEDULE	REQUIREMENT DEFINITION
Monthly	You are required to make Monthly SDI and PIT deposits if you are required to make federal Annual, Quarterly, or Monthly deposits AND you accumulate \$350 or more in California PIT during one or more months of a quarter. Monthly deposits are due by the 15th day of the following month. **You will be required to make Monthly SDI and PIT deposits if you are required to make federal Semiweekly or Next Banking Day deposits and you accumulate \$350-\$500* in California PIT during one or more months of a quarter.
Quarterly	Quarterly tax payments are due and delinquent on the same dates as the <i>Quarterly Contribution Return and Report of Wages</i> (DE 9). (See Monthly deposit schedule if you are a Quarterly depositor but accumulate \$350 or more in California PIT during one or more months of the quarter.) Employer contributions for UI and ETT are due quarterly. However, they may be submitted more often with any required SDI and PIT deposits.

* California PIT deposit threshold may be adjusted annually.

REMEMBER: Once you make a Next Banking Day deposit to IRS, your Federal Deposit Schedule automatically becomes Semiweekly for the remainder of that calendar year and all of the following calendar year.

PAYMENT DUE DATES

California Deposit Requirements				
If Your Federal Deposit Schedule/Requirement is	And You Have Accumulated State PIT Withholding of	If Payday is	PIT and SDI Deposit Due by ¹	"Deposit Schedule" box to mark on DE 88 / DE 88ALL
Next Banking Day	Less than \$350	Any day	Quarterly ²	Quarterly
	\$350 to \$500	Any day	15th of the following month	Monthly
	More than \$500	Any day	Next Banking Day	Next Banking Day
Semiweekly	Less than \$350	Any day	Quarterly ²	Quarterly
	\$350 to \$500	Any day	15th of the following month	Monthly
	More than \$500	Wed., Thur., Fri.	Following Wednesday ³	Semiweekly
	More than \$500	Sat., Sun., Mon., Tues.	Following Friday ³	Semiweekly
Monthly	Less than \$350	Any day	Quarterly ²	Quarterly
	\$350 or more	Any day	15th of the following month	Monthly
Quarterly ^{4, 5} or Annually ⁶	Less than \$350	Any day	May 2, 2011 August 1, 2011 October 31, 2011 January 31, 2012	Quarterly
	\$350 or more	Any day	15th of the following month	Monthly

1 If the due date falls on a Saturday, Sunday, or legal holiday, the due date is extended to the next business day.

2 If you have accumulated less than \$350 of PIT and you choose to make a deposit, designate the "DEPOSIT SCHEDULE" as QUARTERLY on your DE 88 coupon.

3 The transition period of the semiweekly schedule allows employers to make deposits in any of the three business days following the last pay date. If any of the transition period days is a legal holiday, you are given an extra business day to make your deposit.

4 If you are not required to follow one of the above federal deposit schedules/requirements, you are still required to make California payroll tax deposits of accumulated SDI deductions and PIT withholdings quarterly, or more often based on the guidelines in the above table.

More information about federal deposit schedules can be found in the Internal Revenue Service's *Employer Tax Guide* (Publication 15, Circular E).

5 A deposit of employer UI and ETT contributions not previously paid is also due each quarter by the due dates shown above.

6 If your federal deposit schedule/requirement is annually, you are required to make California payroll tax deposits quarterly or monthly based on the guidelines in the above table.

QUARTER ENDING PAYMENT DUE DATES

A deposit of employer UI and ETT contributions and any accumulated SDI and California PIT withholdings not previously paid, MUST BE DEPOSITED by the due dates shown. Below are the quarter ending and deposit due dates.

Quarter Ended	Deposit Due by
March 31, 2011	May 2, 2011
June 30, 2011	August 1, 2011
September 30, 2011	October 1, 2011
December 31, 2011	January 31, 2012

PAYROLL TAX PAYMENTS ARE DUE AND MUST BE REPORTED IN THE QUARTER THE WAGES WERE PAID, NOT IN THE QUARTER THE WAGES WERE EARNED.

INSTRUCTIONS FOR COMPLETING ITEMS 1, 2, 3, & 4 ON THE DE 88 COUPON

Item 1. PAY DATE, item 2. DEPOSIT SCHEDULE, and item 3. QUARTER COVERED, must be completed in order to properly apply your payment. **If the DE 88/DE 88ALL coupon is improperly completed, your payment may be posted to the incorrect quarter and/or year and penalty and interest may be charged.**

ITEM	INSTRUCTIONS		
1. PAY DATE ¹	If your deposit schedule is:		
	NEXT BANKING DAY OR SEMIWEEKLY ²	MONTHLY ²	QUARTERLY
	Enter the pay date the employees were paid wages.	Enter the last day of the month.	Enter the last day of the quarter. (See page 5.)
2. DEPOSIT SCHEDULE	See page 4 to determine your deposit schedule based on your federal deposit schedule/requirement AND the amount of accumulated California PIT that you have withheld. If you do not meet one of the federal deposit schedules you are required to make California payroll tax deposits quarterly. Also see page 2 and 3 for information on deposit schedule/requirements.		
3. QUARTER COVERED ¹	Enter the year (YY) and quarter (Q) in which the wages were paid to employees: • If your pay date for payroll was in January, February, or March 2011, use 111. • If your pay date for payroll was in April, May, or June 2011, use 112. • If your pay date for payroll was in July, August, or September 2011, use 113. • If your pay date for payroll was in October, November, or December 2011, use 114.		

(continued)

- 1** You may record amounts paid on the Employer Record of California Tax/Withholding Deposits (yellow sheet) included in this booklet.
- 2** If you have accumulated less than \$350 of PIT and choose to make a deposit, designate the "DEPOSIT SCHEDULE" as QUARTERLY on your DE 88 coupon.

INSTRUCTIONS FOR COMPLETING ITEMS 1, 2, 3, & 4 ON THE DE 88 COUPON (continued)

ITEM	INSTRUCTIONS
4. DEPOSIT AMOUNTS:	If any of the following amounts are zero, do not enter an amount. Leave the fill-in boxes blank. Do not enter negative or credit amounts.
A) UI ¹	Enter the amount of UI contributions due (UI taxable wages times your UI rate).
B) ETT ¹	Enter the amount of ETT contributions due (UI taxable wages times the ETT rate).
C) SDI ¹	Enter the amount of SDI withheld from your employees' wages (SDI taxable wages times the SDI rate). SDI rate includes a percentage for Paid Family Leave.
D) CALIFORNIA PIT ¹	Enter the amount of California PIT withheld from your employees' wages.
E) PENALTY ¹	Enter the amount of penalty due for late payment of payroll taxes due. See pages 8 or 10 for the penalty calculation.
F) INTEREST ¹	Enter the amount of interest due for late payment of payroll taxes due. See pages 8 or 10 for the interest calculation.
G) TOTAL PAID ¹	Enter the total of item 4 A) through 4 F).

1 You may record amounts paid on the Employer Record of California Tax/Withholding Deposits (yellow sheet) included in this booklet.

HOW TO CALCULATE PENALTY AND INTEREST FOR A LATE NEXT BANKING DAY, SEMIWEEKLY, OR MONTHLY DEPOSIT

A 10% penalty, and interest, will be charged on late Next Banking Day, Semiweekly, or Monthly deposits. For late deposits, interest can only be charged on SDI and PIT amounts since depositing these withholdings is required by law. The daily interest factor for January 1, 2011 through June 30, 2011 is 0.000110*. Beginning July 1, 2011, please contact our Taxpayer Assistance Center for the daily interest factor. **DO NOT** include UI and ETT prepayment amounts when calculating interest since prepayment of these taxes is **voluntary**.

Example is for a Semiweekly deposit:

- The Pay Date is March 4, 2011.
- A deposit payment is due on March 9, 2011, and is considered late on March 10, 2011.
- The deposit payment is postmarked March 21, 2011, and is 12 days late.
- The SDI deposit amount is \$120.00.
- The PIT deposit amount is \$600.00.
- The penalty for a late deposit payment is 10% (.10).
- The daily interest factor for a late deposit payment is 0.0110% (0.000110).

Calculation:

	SDI Deposit Amount	\$	120.00
+	PIT Deposit Amount	+	600.00
	Taxes Due	\$	720.00
x	10%	x	.10
	Penalty	\$	72.00
+	Taxes Due	+	720.00
	Amount Subject to Interest Calculation	\$	792.00
x	Daily Interest Factor*	x	.000110
	Daily Interest	\$	.087120
x	Number of Days Late	x	12
	INTEREST DUE	\$	1.05

- 8 -

2011 Rate		Tax	4. DEPOSIT AMOUNTS							
A)		UI								
B)		ETT								
C)		SDI				1	2	0	0	0
D)		California PIT				6	0	0	0	0
E)		Penalty				7	2	0	0	
F)		Interest					1	0	5	
G)		TOTAL PAID \$				7	9	3	0	5

PAYROLL TAX DEPOSIT DE 88		(TYPE OR PRINT IN BLACK INK ONLY)																																									
1. PAY DATE: MUST BE COMPLETED 0 3 0 4 1 1 (Last PAY DATE covered by deposit)		2. DEPOSIT SCHEDULE: (MUST MARK ONE BOX) NEXT BANKING DAY ☐ A) UI SEMIWEEKLY ☒ B) ETT MONTHLY ☐ C) SDI QUARTERLY ☐ D) California PIT																																									
3. QUARTER COVERED 1 1 1 EMPLOYMENT DEVELOPMENT DEPT 12312345		4. DEPOSIT AMOUNTS: <table border="1"> <thead> <tr> <th>Rate</th> <th>Tax</th> <th colspan="8"></th> </tr> </thead> <tbody> <tr> <td>E) Penalty</td> <td></td> <td></td><td></td><td></td><td></td><td>7</td><td>2</td><td>0</td><td>0</td> </tr> <tr> <td>F) Interest</td> <td></td> <td></td><td></td><td></td><td></td><td>1</td><td>0</td><td>5</td><td></td> </tr> <tr> <td>G) TOTAL PAID</td> <td>\$</td> <td></td><td></td><td></td><td></td><td>7</td><td>9</td><td>3</td><td>0 5</td> </tr> </tbody> </table>		Rate	Tax									E) Penalty						7	2	0	0	F) Interest						1	0	5		G) TOTAL PAID	\$					7	9	3	0 5
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PREPARER'S SIGNATURE X <i>Sandra Smith</i>		TELEPHONE NO. (310) 555-1212																																									
THIS FORM SHOULD BE USED FOR THIS ACCOUNT NUMBER ONLY		PAY THIS AMOUNT TOTAL LINES A THROUGH F. DO NOT FOLD OR STAPLE. Make check payable to EDD .																																									

HOW TO CALCULATE PENALTY AND INTEREST FOR A LATE QUARTERLY DEPOSIT

A 10% penalty, and interest, will be charged on the UI, ETT, SDI, and PIT amounts for a late quarterly deposit payment.

Example:

- The Pay Date is March 25, 2011.
- A deposit payment is due on or before April 1, 2011, and is considered late on May 3, 2011.
- The deposit payment is postmarked May 10, 2011, and is 8 days late.
- The UI contribution amount is \$238.00.
- The ETT contribution amount is \$7.00.
- The SDI withheld is \$84.00.
- The PIT withheld is \$200.00.
- The penalty for a late quarterly deposit payment is 10% (.10).
- The daily interest factor for a late deposit payment is 0.0110% (0.000110).

Calculation:

	UI Deposit Amount	\$	238.00
	ETT Deposit Amount		7.00
	SDI Deposit Amount		84.00
+	PIT Deposit Amount	+	200.00
	Taxes Due	\$	529.00
x	10%	x	.10
	Penalty	\$	52.90
+	Taxes Due	+	529.00
	Amount Subject to Interest Calculation	\$	581.90
x	Daily Interest Factor*	x	.000110
	Daily Interest	\$	.064009
x	Number of Days Late	x	8
	INTEREST DUE	\$	0.51

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2011 Rate		Tax	4. DEPOSIT AMOUNTS									
A)		UI					2	3	8	0	0	
B)		EIT							7	0	0	
C)		SDI						8	4	0	0	
D)		California PIT					2	0	0	0	0	
E)		Penalty						5	2	9	0	
F)		Interest								5	1	
G)	TOTAL PAID \$							5	8	2	4	1

 EDD Employment Development Department State of California		PAYROLL TAX DEPOSIT DE 88 (TYPE OR PRINT IN BLACK INK ONLY)																																																																																						
1. PAY DATE: MUST BE COMPLETED 033111		2. DEPOSIT SCHEDULE: (MUST MARK ONE BOX) 2011																																																																																						
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COMMON ERRORS TO AVOID WHEN COMPLETING A DE 88 COUPON:**DO:**

- Use the year 2011, DE 88 Rev. 16 (12-09) coupons
- Enter positive amounts only on the DE 88 coupon
- Use **black ink**
- Either print the information, or type the information using 12 point (ten characters per inch) and stay within the boxes. Avoid using italics, script, or variable print typewriters.
- Check to make sure the deposit amounts are entered in the correct boxes (i.e., UI in the UI box, SDI in the SDI box, PIT in the California PIT box, etc.)

Example of properly completed 2. DEPOSIT SCHEDULE boxes
☐ X or ☒
Example of properly completed 3. QUARTER COVERED boxes

1	1	1
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 (Payment to year 2011, first quarter)
Example of properly completed 4. DEPOSIT AMOUNTS boxes

			1	5	4	2	9	6
--	--	--	---	---	---	---	---	---

 (Payment of 1,542 dollars and 96 cents)

WORKSHEET FOR:

 PAY
DATE

M	M	D	D	Y	Y
---	---	---	---	---	---

 PAYMENT
QUARTER

Y	Y	Q
---	---	---

TAX
 UI - First
ETT - First
SDI - First
TAXABLE WAGE LIMITS
 in wages per employee per year
in wages per employee per year
in wages per employee per year

LINE A: UI TAXABLE WAGES	_____	X UI RATE	<table border="1"><tr><td> </td></tr></table>		UI TAXES = DUE	_____	- UI PREPAYMENTS	_____	=	_____
LINE B: ETT TAXABLE WAGES	_____	X ETT RATE	<table border="1"><tr><td> </td></tr></table>		ETT TAXES = DUE	_____	- ETT PREPAYMENTS	_____	=	_____
LINE C: SDI TAXABLE WAGES	_____	X SDI RATE	<table border="1"><tr><td> </td></tr></table>		SDI TAXES = DUE	_____	- SDI DEPOSITS	_____	=	_____
LINE D: CALIFORNIA PERSONAL INCOME TAX WITHHELD					_____	- PIT DEPOSITS	_____	=	_____	
LINE E: PENALTY (IF APPLICABLE)	_____ (SUBTOTAL OF LINES A, B, C, & D)			X	10% (.10) PENALTY			=	_____	
LINE F: INTEREST (IF APPLICABLE)	_____ (SUBTOTAL OF LINES A, B, C, D, & E)			X	_____ (AMOUNT OF DAILY INTEREST)	X	_____ (NUMBER OF DAYS LATE)	=	_____	
LINE G: TOTAL PAID (TOTAL OF LINES A, B, C, D, E & F)									=	_____

PAYROLL TAX DEFINITIONS

The 2011 *California Employer's Guide* (DE 44) mailed to you under separate cover explains which payroll taxes you are required to pay. If you do not have this guide, either contact our Taxpayer Assistance Center or see Internet Resource Information page (Forms and Publications).

Payroll Taxes

California PIT, SDI, UI, and ETT

California PIT Withholdings

Employers may be required to withhold California PIT from individual employee wages.

California PIT Deposit Threshold

The California PIT deposit threshold is used in conjunction with your federal deposit schedule to determine when your deposit is due based on the amount of accumulated California PIT that you have withheld. See page 2 and 3 for California deposit requirements.

State Disability Insurance

Subject employers must withhold SDI from individual employee wages to the taxable wage limit.

Paid Family Leave

Subject employers must withhold PFL as part of SDI from individual employee wages to the taxable wage limit.

Unemployment Insurance

Subject employers are responsible for paying UI on individual employee wages to the taxable wage limit.

Employment Training Tax

Employers with a positive reserve account balance are required to pay ETT on individual employee wages to the taxable wage limit.

New Employee Registry

All employers are required to file a report of their new or rehired employees **within 20 days of their start of work date.**

You can complete your form *Report of New Employee(s)* (DE 34) by accessing e-Services for Business at <https://eddservices.edd.ca.gov> and submit it electronically

or mail your completed DE 34 form to: EDD MIC 96
PO BOX 997016
WEST SACRAMENTO, CA 95899-7350

or fax your completed DE 34 form to 1-916-319-4410

To order DE 34 forms or if you have any questions, please call 1-916-657-0529

Independent Contractor Reporting

Any business or government entity that is required to file a federal Form 1099-MISC for service performed by an independent contractor must report specific information to EDD. Information must be reported within 20 days of either making payments totaling \$600.00 or more, or entering into a contract for \$600.00 or more with an independent contractor in any calendar year, whichever is earlier.

You can complete your form *Report of Independent Contractor(s)* (DE 542) by accessing e-Services for Business at <https://eddservices.edd.ca.gov> and submit it electronically

or mail your completed DE 542 form to: EDD MIC 96
PO BOX 997350
SACRAMENTO, CA 95899-7350

or fax your completed DE 542 form to 1-916-319-4410

To order DE 542 forms or if you have any questions, please call 1-916-657-0529

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Please

DO NOT ALTER preprinted information appearing on the DE 88 coupon OR use another employer's DE 88 coupon. Doing so may cause your payment to be posted to the wrong account and penalty and interest may be charged.

Remove all stubs and vouchers from your checks.

Do not use staples or paper clips.

Include only your *Payroll Tax Deposit* (DE 88) coupon and your check in the DE 88 return envelope to allow more efficient and accurate processing of your payment. This will enable us to respond faster to your inquiries because account information will be available sooner.

It will also help use to reduce taxpayer costs.

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Thank you!

 PAYROLL TAX DEPOSIT DE 88		(TYPE OR PRINT IN BLACK INK ONLY)																																																																																																																						
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REMINDER NOTICE

You have nine tax payment coupons remaining and you may want to reorder.

Attached to the back of this booklet is a Reorder Form for you to order another *Payroll Tax Deposit* (DE 88) Coupon Booklet. If the form has already been used please call EDD's Taxpayer Assistance Center toll-free at 1-888-745-3886 to order another booklet.

The normal time for receiveing a booklet is approximately four weeks. It may take up to six weeks in some cases. Thank you.

Employment Development Department State of California		PAYROLL TAX DEPOSIT DE 88		(TYPE OR PRINT IN BLACK INK ONLY)																																																																									
1. PAY DATE: MUST BE COMPLETED M M D D Y Y		2. DEPOSIT SCHEDULE: (MUST MARK ONE BOX)		4. DEPOSIT AMOUNTS:																																																																									
P O BOX 826276 SACRAMENTO, CA 94230-6276 (Last PAY DATE covered by deposit)		NEXT BANKING DAY ☐ SEMIWEEKLY ☐ MONTHLY ☐ QUARTERLY ☐		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Rate</th> <th style="width: 10%;">Tax</th> <th style="width: 10%;">A</th> <th style="width: 10%;">B</th> <th style="width: 10%;">C</th> <th style="width: 10%;">D</th> <th style="width: 10%;">E</th> <th style="width: 10%;">F</th> <th style="width: 10%;">G</th> </tr> </thead> <tbody> <tr> <td></td> <td>UI</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>ETT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>SDI</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>California PIT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Penalty</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Interest</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>TOTAL PAID</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Rate	Tax	A	B	C	D	E	F	G		UI									ETT									SDI									California PIT									Penalty									Interest									TOTAL PAID							
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DE 88 Rev. 16 (12-09)

EMPLOYER RECORD OF CALIFORNIA TAX/WITHHOLDING DEPOSITS								
PMT NO.	PAY DATE	QTR	UNEMPLOYMENT INSURANCE	EMPLOYMENT TRAINING TAX	STATE DISABILITY INSURANCE	PERSONAL INCOME TAX	TOTAL OF TAXES AND WITHHOLDINGS	PAYMENT DATE
1								
2								
3								
4								
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SUBTOTAL TO BACK OF PAGE								

PMT NO.	PAY DATE	QTR	UNEMPLOYMENT INSURANCE	EMPLOYMENT TRAINING TAX	STATE DISABILITY INSURANCE	PERSONAL INCOME TAX	TOTAL OF TAXES AND WITHHOLDINGS	PAYMENT DATE
SUBTOTAL FROM FRONT OF PAGE								
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20								
21								
22								
23								
24								
TOTAL								

CHANGE OF ADDRESS / ADDRESS CORRECTION AND FINAL REPORT FORM

TO CHANGE / CORRECT A MAILING ADDRESS, OR REPORT A DISCONTINUANCE OF PAYROLL OR BUSINESS WITHOUT A SUCCESSOR - PLEASE COMPLETE THE SECTION BELOW:

☐ ADDRESS CHANGE / ADDRESS CORRECTION

NUMBER AND STREET

CITY, STATE, AND ZIP CODE

()

TELEPHONE NUMBER

☐ DISCONTINUED PAYING WAGES

Last wage payment made on ____ / ____ / ____

☐ OUT OF BUSINESS WITHOUT SUCCESSOR

Out of Business date ____ / ____ / ____

REMINDER: If you have discontinued paying wages or you have gone out of business, you have 10 days to file your final *Payroll Tax Deposit* (DE 88) coupon with payment and your *Quarterly Contribution Return and Report of Wages* (DE 9).

SIGNATURE

DATE

TITLE

PHONE NUMBER

SEE REVERSE SIDE FOR CONTACT INFORMATION ON REPORTING
OTHER TYPES OF ACCOUNT INFORMATION CHANGES

MAIL TO:

- 16 -

To report other types of account changes, please access the *Notification of Change of Employer Account Information* (DE 24) form at <https://eddservices.edd.ca.gov>.

You may also obtain the DE 24 form by:

- Request a faxed copy by calling **1-877-547-4503**, then enter Document Number **1120**
- Contact the Taxpayer Assistance Center at **1-888-745-3886**

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Mail as a postcard, OR mail form in an envelope to the return address on
back to ensure confidentiality of your account number.

REORDER FORM

____/____/____
DATE OF REQUEST

FOR DE 88 PAYROLL TAX DEPOSIT COUPON BOOKLET

The normal time for receiving DE 88 reorders is approximately four weeks. It may take up to six weeks in some cases.

To expedite the delivery of your booklet, please mail Reorder Form separately.

Please complete this section **ONLY** if the address on the left is incorrect or your telephone number has changed.

(STREET AND NUMBER)

(CITY, STATE, AND ZIP CODE)

()

(TELEPHONE NUMBER)

+



STAMP

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EMPLOYMENT DEVELOPMENT DEPARTMENT
DOCUMENT MANAGEMENT GROUP - MIC 96
PO BOX 826880
SACRAMENTO CA 94280-0001

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Question and Answers for Bid #53333 - Manufacturing of Payroll Tax Deposit DE88 Coupon Booklets

OVERALL BID QUESTIONS

**There are no questions associated with this bid. If you would like to submit a question,
please click on the "Create New Question" button below.**

Question Deadline: Jun 10, 2011 5:00:00 PM PDT