

CONSORTIUM REVIEWED BY: _____

**CalSAWS CENTRAL PRINT SERVICES AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
Gainwell Technologies LLC**

Change Order Number Four

CalSAWS CENTRAL PRINT SERVICES AGREEMENT (“AGREEMENT”) ENTERED INTO BY AND BETWEEN THE CALSAWS CONSORTIUM (“CONSORTIUM”), A CALIFORNIA JOINT POWERS AUTHORITY, AND GAINWELL TECHNOLOGIES LLC (“CONTRACTOR”) FOR THE PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CalSAWS”).

Pursuant to Section 7.2 (No Increases) of Section 7 (Payments; Invoicing; and Related Financial Terms) of the Agreement, CONSORTIUM and CONTRACTOR agree to not increase the Contract Sums or the Total Maximum Contract Sum, except as provided in this Change Order Number Four. CONSORTIUM and CONTRACTOR hereby agree to the following modifications to the Agreement:

1. The Consortium has allotted funding that may be used toward future changes subject to Section 8 (Change Orders).
2. This Change Order Number Four requests One Hundred Seventy-Nine Thousand Sixteen Dollars (\$179,016) for Print Services associated with the CalFresh Notice of Approval/Termination from the CalFresh Restaurant Meals Program. The estimated print volume and pricing are set forth in the attached Attachment 1 (Change Order Four Premise Items) and will be invoiced on a Time and Materials basis.
3. This Change Order Number Four requests Five Hundred Eighty Thousand Two Hundred Twenty-Four Dollars (\$580,224) for Print Services associated with the CalFresh CalWORKS Recertification Packets. The estimated print volume and pricing are set forth in the attached Attachment 1 (Change Order Four Premise Items) and will be invoiced on a Time and Materials basis.
4. This Change Order Number Four requests Nine Hundred Eighty-Eight Thousand Two Hundred Eighty-Four Dollars (\$988,284) for the addition of return mail services from July 2025 through the remainder of the base Agreement. The estimated effort, prices, and assumptions are set forth in the attached Attachment 2 (Central Print Return Mail Services) and will be invoiced on a Time and Materials basis.
5. This Change Order Number Four requests Eleven Million One Hundred Thirty-Five Thousand Seven Hundred Seventy-Nine Dollars (\$11,135,779) to update actual print volumes through May 2025 and estimated volumes through the remainder of the base Agreement. This Change Order shifts Eleven Million One Hundred Thirty-Five Thousand Seven Hundred Seventy-Nine

Dollars (\$11,135,779) from Print Services Change to M&O Base Services. The updated print volumes are set forth in the attached Attachment 3 (Exhibit C – Price Schedules) and will be invoiced on a Time and Materials basis.

6. Subsequent to the approval of this Change Order Number Four, the balance remaining from the Thirty-Two Million One Hundred Thousand dollars (\$32,100,000) in approved funds for Print Services Change in Agreement Exhibit C will be Fourteen Million Nine Hundred Eight Thousand Four Hundred and Ninety-Eight dollars (\$14,908,498).
7. Section 7.1 of the Agreement is replaced in its entirety with new Section 7.1 as follows:

7.1 Total Maximum Contract Sum

All of the pricing and sums set forth in this Section 7 apply to the Scope of Contract Work and Print Services Deliverables and Services described in Section 5.

The Total Maximum Contract Sum to perform all requirements of the Project for the 5-Year DD&I and Initial M&O Phase set forth in Section 4.1 of this Agreement and the five additional optional yearly Extended Terms set forth in Section 4.2 of this Agreement shall not exceed Two Hundred Forty-One Million Four Hundred Nine Thousand Two Hundred Forty-Seven Dollars (\$241,409,247). This Total Maximum Contract Sum consists of the following:

The Contract Sum for the Print Services Implementation Deliverables shall not exceed Nine Hundred Seventy-Nine Thousand One Hundred Eighty-Five Dollars (\$979,185).

The Contract Sum for the Initial M&O Services through November 2023 shall not exceed Thirty-Seven Million Six Hundred Seventy-Two Thousand Three Hundred Seventy-Five Dollars (\$37,672,375).

The Contract Sum for M&O Services from December 2023 through February 2026 shall not exceed Sixty-Five Million One Hundred Fifty-Nine Thousand Four Hundred Six Dollars (\$65,159,406).

The Contract Sum for the five optional yearly M&O Services shall not exceed One Hundred Five Million Two Hundred Sixty-Five Thousand Six Hundred Two Dollars (\$105,265,602).

The Contract Sum for Print Services Change shall not exceed Nineteen Million Nine Hundred Seventy-Five Thousand Nine Hundred Thirty-Eight Dollars (\$19,975,938).

The Contract Sum for Print Services County Purchases shall not exceed Nine Million Dollars (\$9,000,000).

The Contract Sum for Facility Management Fee shall not exceed Three Million Three Hundred Fifty-Six Thousand Seven Hundred Forty-One Dollars (\$3,356,741).

8. Using the County purchase process, the Counties defined in the table below have purchased various Print Services. This Change Order Number Four requests Six Hundred Eighty-Five Five Hundred Thirty-Six Dollars (\$685,536) to be used for the following purchases that were funded and approved by the individual Counties, which are incorporated into the Agreement.

County Purchase Order	Cost
ALA-2024-01 – Return Mail Service – Alameda County	\$22,825
ALA-2024-03 – One-Time Flyer – Alameda County	\$206,484
CCS-2024-01 – Return Mail Service – Contra Costa County	\$21,952
LAK-2025-01 – Return Mail Service – Lake County	\$8,610
MDR-2024-01 – Return Mail Service – Madera County	\$15,559
MER-2024-01 – Return Mail Service – Merced County	\$19,194
NAP-2025-01 – Special Mailer – Napa County	\$1,477
ORG-2024-01 – Return Mail Service – Orange County	\$100,393
SAC-2024-01 – Special Mailer – Sacramento County	\$3,763
SBR-2025-01 – Intake Packets – Santa Barbara County	\$181,827
SCL-2024-01 – Return Mail Service – Santa Clara County	\$24,879
SFO-2024-01 – Return Mail Service – San Francisco County	\$38,963
SOL-2023-01 – Return Mail Service – Solano County	\$26,981
SMT-2025-01 – RE Packet Updates – SFY 2024/25 – San Mateo County	\$3,149
SMT-2025-02 – RE Packet Updates – SFY 2025/26 – San Mateo County	\$9,480

9. Subsequent to the approval of this Change Order Number Four, the balance remaining from the Nine Million dollars (\$9,000,000) in approved funds for County Purchases in Agreement Exhibit C will be Eight Million Eighty-Four Thousand Nine Hundred and Forty-Nine dollars (\$8,084,949).

This Change Order Number Four shall be effective upon execution by CONSORTIUM and CONTRACTOR.

Except for those terms of the Agreement expressly modified by this Change Order Number Four, all other terms and conditions of the Agreement shall remain in full force and effect.

Gainwell Technologies LLC

CALSAWS CONSORTIUM

Dated: _____

Dated: _____

By: _____
Dawn L. Wilder, Project Executive

By: _____
Michael Sylvester, Consortium Chair

By: _____
Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

By: _____
Julia Erdkamp, Consortium Executive
Director