



REQUEST FOR PROPOSAL

*2018 Printed Materials and
Mailing Services*

Release Date: June 2, 2017

Due Date: 12 p.m., June 16, 2017

PROPOSAL MUST BE RECEIVED NO LATER THAN EXACTLY
TIME: 12:00 p.m. Central Time DATE: June 16, 2017

PROPOSALS RECEIVED AFTER THIS TIME **WILL NOT** BE CONSIDERED FOR AWARD

Questions about this RFP should be directed by email to rfp@mchcp.org. To ensure timely distribution of information to all bidders, questions must be submitted no later than June 9, 2017. Responses to questions from potential bidders will be posted to the Missouri Consolidated Health Care Plan (MCHCP) website at the same location as the RFP posting by June 14, 2017. In addition, any periodic updates regarding the RFP process will be posted at the same location.

This document constitutes a request for sealed proposals, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Proposals can be emailed to rfp@mchcp.org or **delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355. Proposals should be clearly marked "**2018 Printed Materials RFP.**"

CONTRACT PERIOD: The initial term of this Contract is for a period of approximately one year from July 1, 2017, to June 30, 2018.

The first page of this RFP is required to be signed and returned with the Bidder's proposal. Note that return of the signed form from this RFP or amendment, if any, shall constitute acceptance by the Bidder of all terms and conditions of the RFP, plus all RFP amendments. The Bidder is advised to review all proposal submission requirements stated in the RFP and in any amendments thereto.

The Bidder hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document. The Bidder agrees that no binding contract exists until signed by the Bidder and countersigned by an authorized representative of MCHCP. Responses to the questionnaire must be in a separate section of the proposal, and the questions must be repeated and answered in the order in which they are presented. The Bidder must also provide originals of all signature and pricing pages.

Bidder's Signature: _____

Bidder's Printed Name: _____

Title

Bidder's Email Address: _____

Company Name: _____

Mailing Address: _____

Telephone: (____) _____

Social Security or Federal Tax No: _____

**SECTION A
GENERAL INTRODUCTION**

A1 GENERAL INFORMATION

A1.1 This document is divided into the parts described below:

- Section A General Introduction
- Section B Scope of Work
- Section C General Contractual Requirements
- Section D Evaluation of Proposals
- Section E Questionnaire
- Section F Exhibits

A1.2 Schedule of Events

- | | |
|--|---------------|
| • Release date of RFP | June 2, 2017 |
| • Proposals due to MCHCP (12:00 p.m. Central Time) | June 16, 2017 |
| • Anticipated contract award | June 23, 2017 |
| • Effective date of contract | July 1, 2017 |

A1.3 All questions regarding technical specifications, bid process, etc. must be directed only to the email address indicated in this RFP. Bidders or their representatives may not contact MCHCP employees or any member of the MCHCP Board of Trustees concerning this procurement while the bid and evaluation are in process. Any such contact may result in the immediate disqualification of the bidder from further consideration.

A1.4 This document constitutes a request for sealed proposals from qualified organizations to provide the printing and mailing services specified herein.

A1.5 MCHCP desires to contract per the attached specifications. All bidders must submit pricing information on Exhibit A of this RFP, which must be completed, signed, dated and returned with the Bidder's proposal. Other proposal submission requirements are stated throughout this document. There will be no public openings of submitted bids, and proposals will remain confidential until such time as an award is made by MCHCP.

A1.6 Any contract awarded as a result of the RFP will become effective when signed by the authorized representative of MCHCP.

A1.7 MCHCP anticipates awarding one contract but reserves the right to award multiple contracts.

A2 MINIMUM BIDDER REQUIREMENTS

A2.1 The bidder must be licensed as necessary to do business in the state of Missouri in order to perform the duties described in this RFP, and be in good standing with the office of the Missouri Secretary of State.

- A2.3 Bidders shall not be permitted to alter their price after submission except by written agreement with MCHCP.
- A2.4 Bidders must provide complete information regarding each subcontractor used by the Bidder to meet the requirements of this contract.
- A2.5 Bidders must have at least five years of experience in printing services.
- A2.6 Bidders must provide three (3) business references. References must include name of business, name of contact, address and phone number, along with the type of and quantity of printing services performed for that particular business. Other governmental or insurance industry references with similar-size jobs or larger are preferred but not required.
- A2.7 Bidders must submit a detailed proposal regarding the services to be performed, including which, if any, of the services will be outsourced. The proposal should include the number of person hours planned for the included services.
- A2.8 The bidder must produce at least part of the printed materials in-house. Contract will not be awarded to a bidder that proposes to outsource the entire job.
- A2.9 Bidders must complete all sections and answer all questions contained in the RFP. Incomplete proposals may be deemed nonresponsive and may not be considered as valid proposals.

A3 BACKGROUND INFORMATION

- A3.1 Missouri Consolidated Health Care Plan is governed by the provisions of Chapter 103 of the Revised Statutes of Missouri. Under the law, MCHCP is directed to procure health care benefits for most state employees. MCHCP also procures health care benefits for some non-state public entities. The 2017 Benefit Guide and other materials can be accessed from MCHCP's website, www.mchcp.org. If a hard copy is desired, please contact MCHCP at rfp@mchcp.org.
- A3.2 The following exhibits and attachments are included within this RFP:
 - A3.2.1 Exhibit A Pricing page
 - A3.2.2 Exhibit B Contractor certification
- A3.3 The Benefit Guide publications provide summary plan information for MCHCP's insurance offerings to state employees and retirees and public entity members. As such, they must be sent to the post office by mid-September for the open enrollment period from Oct.1 – Oct. 31. Therefore, it is imperative that Open Enrollment publications are printed and mailed no later than Sept. 15, 2017.

A4 OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- A4.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MCHCP if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed by email to rfp@mchcp.org.

It is the responsibility of the bidder to identify and explain in a cover letter accompanying the response to this RFP any part of their response that does not conform to the requested services described in this document. Without documentation provided by the bidder, it is assumed by MCHCP that the Bidder can provide all services as described in this document.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all Bidders will be advised, via the issuance of an amendment or other official notification to the RFP, of any relevant or pertinent information related to the procurement.

- A4.2 MCHCP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anti-competitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation may be referred to the Missouri Attorney General's Office for appropriate action.
- A4.3 Notice of the release of the RFP, subsequent amendments and clarifications is made to potential bidders at the current email address maintained by MCHCP. If the email address is incorrect, the bidder must notify MCHCP at rfp@mchcp.org upon receipt of the document. Any subsequent amendment to an RFP shall be emailed to the same address as the original RFP unless otherwise notified.

A5 PREPARATION OF PROPOSALS

- A5.1 Bidders must examine the entire RFP carefully and respond to all questions. Failure to do so shall be at the Bidder's risk.
- A5.2 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- A5.3 Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, and/or information listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals that do not comply with the requirements and specifications are subject to rejection without clarification.

A6 SUBMISSION OF PROPOSALS

- A6.1 A proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be emailed, mailed or hand-delivered to the office of MCHCP and officially clocked in no later than the exact filing time and date specified in the RFP.
- A6.2 The sealed envelope or container containing a proposal should be clearly marked "**2018 Printed Materials and Mailing Services RFP.**" Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- A6.3 A proposal may only be modified or withdrawn by signed, written notice which has been received by MCHCP prior to the official filing date and time specified. A proposal may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official filing date and time.
- A6.4 Bidders must sign and return the RFP signature page or, if applicable, the signature page of the last amendment thereto in order to constitute acceptance by the bidder of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the bidder's full compliance with those documents is indicated elsewhere within the Bidder's response.
- A6.5 All responses to this RFP and amendments to this RFP, including "no bid" responses and requests to modify a proposal, must be delivered to the office of MCHCP in a sealed envelope or container. Sealed

proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by MCHCP prior to the official filing date and time specified.

A7 EVALUATION AND AWARD

- A7.1 Any clerical error, apparent on its face, may be corrected by the bidder before contract award. Upon discovering an apparent clerical error, MCHCP may contact the bidder and request written clarification of the intended proposal. The correction shall be made in the notice of the award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- A7.2 Any pricing information submitted by a bidder must be disclosed on the pricing pages as designated in this RFP. Any pricing information which appears elsewhere in the bidder's proposal shall not be considered by MCHCP.
- A7.3 Awards shall only be made to the bidder whose proposal complies with all mandatory specifications and requirements of the RFP. MCHCP reserves the right to evaluate all offers and based upon that evaluation to award one contract or to reject all offers.
- A7.4 In the event all bidders fail to meet the same mandatory requirement in an RFP, MCHCP reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, MCHCP reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- A7.5 Any award of a bid shall be made by written notification from MCHCP to the successful bidder. MCHCP reserves the right to reject any or all offers.
- A7.6 Pursuant to Section 610.021, RSMo, proposals and related documents shall not be available for public review until after the RFP is awarded to one or more bidders and a contract is signed.
- A7.7 MCHCP reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

SECTION B SCOPE OF WORK

B1 GENERAL REQUIREMENTS

- B1.1 Time is of the essence in regard to this contract. The contractor must be extremely responsive, must be able to expedite proofs, and must print, mail and deliver materials as specified.
- B1.2 The contractor must agree that any and all subcontracts entered into by the contractor for the purpose of meeting the requirements of this contract are the responsibility of the contractor.
- B1.3 All services under this contract shall be performed within the United States. Contractor shall not perform, or permit subcontracting of services under this contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in the contractor being in breach of this contract.
- B1.4 The contractor must maintain sufficient liability insurance to protect MCHCP against any reasonably foreseeable loss, damage or expense under this contract.

- B1.5 The contractor shall print and mail in a safe, secure and confidential manner. Failure to do so will result in a breach of contract.
- B1.6 All printing jobs shall include delivery to: MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101. Contractor will notify MCHCP by email when materials are scheduled to arrive. Deliveries to MCHCP must arrive between 8 a.m. and 4 p.m. Monday through Friday, excluding state holidays unless mailed by contractor. Delivery must be made within seven (7) calendar days of the print deadline.

B2 PRINT SPECIFICATIONS – 2018 Open Enrollment Postcards

B2.1 Name of Project: Printing of Open Enrollment Postcards

B2.2 Quantity Required:

B.2.2.1 Active Employee Postcards: 5,000

B.2.2.2 Retiree Postcards: 9,000

B.2.2.3 MoDOT, Highway Patrol & Conservation: 6,000

B.2.2.4 The quantities listed above are approximate. The final quantity will be indicated at the time of order.

B2.3 Size: 11 x 6

B2.4 Pages: 2

B2.5 Ink:

B2.5.1 Front – 4 Color Process with bleeds

B2.5.2 Back – Black ink only

B2.6 Composition: Image output (Adobe InDesign CC).

Printer will be responsible for a color proof of cover and inside text pages to be provided to MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B2.7 Paper:

B2.7.1 100 lb. White Accent Opaque Cover

B2.8 Bindery: Trim to 11 x 6

B2.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to last year's Open Enrollment Postcard. Examples of 2017 printed materials can be provided at the contractor's request.

B2.10 Postcards shall be printed by August 7, 2017.

B3 MAIL SPECIFICATIONS – *Open Enrollment Postcards*

B3.1 Scope of Project: Mailing and Delivery of Open Enrollment Postcards

B3.2 Quantity required to be mailed:

B.3.2.1 Active Employee Postcards: 5,000

B.3.2.2 Retiree Postcards: 9,000

B.3.2.3 MoDOT, Highway Patrol & Conservation: 6,000

B.3.2.4 Quantities listed are approximate. The final quantity will be indicated at the time of order.

B3.3 Postcard Size: 11 x 6

B3.4 Address Labels: Addresses and bar code will be printed directly onto postcard, in accordance with United States Post Office requirements.

B3.5 Mailing List: MCHCP will supply contractor with mailing list through an FTP site no later than August 7, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.

B3.6 Postage: Best discount for first-class, pre-sort rate. Cost will be applied to MCHCP's pre-paid permit.

B3.7 The contractor shall satisfy all requirements of the United States Post Office.

B3.8 Postcards must be mailed on or before Aug. 11, 2017.

B.4 PRINT SPECIFICATIONS – *2018 Open Enrollment Presentation Folder Booklets*

B4.1 Name of Project: Printing of 2018 Open Enrollment Presentation Folder Booklets

B4.2 Quantity Required:

B4.2.1 State: 20,000

B4.2.2 Public Entity: 1,200

B4.3.3 The quantities listed above are approximate. The final quantity will be indicated at the time of order.

B4.3 Size: Same for both State and Public Entity

B4.3.1 Folder - 9" x 12"

B4.3.2 Inside Booklet: 17" x 11", folded to 8.5" x 11"

B4.4 Pages:

B4.4.1 State: folder + 36 inside pages

B4.4.2 Public Entity: folder + 24 inside pages

B4.4.3 The page count listed above is approximate, as this publication is not yet complete. The final page count will be indicated at the time of order.

B4.5 Ink:

B4.5.1 State Booklet: Full color with bleeds

B4.5.2 Public Entity Booklet: Full color with bleeds

B4.6 Composition: Image output (Adobe InDesign CC).

Contractor will be responsible for a proof to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B4.7 Paper: Same for both State and Public Entity

B4.7.1 Folder Stock – 100 lb. Gloss Cover

B4.7.2 Inside Booklet – 60 lb. Gloss Text

B4.7.3 Labeled samples of paper must accompany bids for evaluation

B4.8 Bindery: Same for both State and Public Entity

B4.8.1 Folder - Diecut, score, fold and glue to 9 x 12 with two 4” glued pockets with business card slits on inside right pocket using a standard die.

B4.8.2 Inside Booklet: Saddle stitch (left) with 3 staples, embedded into pocket folder

B4.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to last year’s materials. Examples of 2017 printed materials can be provided at the contractor’s request.

B4.10 Booklets must be printed on or before September 8, 2017.

B5. PRINT SPECIFICATIONS – 2018 Summary of Benefits and Coverage (SBC)

B5.1 Name of Project: Printing of 2018 SBC

B5.2 Quantity Required:

B5.2.1 State SBC: 20,000

B5.2.2 Public Entity SBC: 1,200

B5.2.3 The quantities listed above are approximate. The final quantity will be indicated at the time of order.

B5.3 Size: 8 3/8” x 10 7/8”

B5.4 Pages:

B5.4.1 State SBC: 36 + cover

B5.4.2 Public Entity SBC: 36 + cover

B5.4.3 The page counts listed above are approximate. The final page counts will be indicated at the time of order.

B5.5 Ink:

B5.5.1 State SBC

B5.5.1.1 Cover – Black ink only with bleeds

B5.5.1.2 Inside – Black ink only with bleeds

B5.5.2 Public Entity SBC

B4.5.2.1 Cover – Black ink only with bleeds

B4.5.2.2 Inside – Black ink only with bleed

B5.6 Composition: Image output (Adobe InDesign CC).

Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B5.7 Paper:

B5.7.1 Cover Stock – 80 lb. White Accent Opaque Smooth Cover

B5.7.2 Inside Stock – 50 lb. White Offset

B5.7.3 Labeled samples of paper must accompany bids for evaluation

B5.8 Bindery: Side stitched (left) with 2 staples along short edge.

B5.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide. Examples of 2017 printed materials can be provided at the contractor's request.

B5.10 SBCs must be printed on or before September 8, 2017.

B6 PRINT SPECIFICATIONS – **2018 Dental & Vision Brochure**

B6.1 Name of Project: Printing of 2018 Dental & Vision Brochure

B6.2 Quantity Required: 7,000

B6.3 Size: 8 ½ x 11

B6.4 Pages: 4

B6.4.1 The page count listed above is approximate. The final page count will be indicated at the time of order.

B6.5 Ink: Black ink only with bleeds, self cover

B6.6 Composition: Image output (Adobe InDesign CC).

Contractor will be responsible for a proof to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B6.7 Paper:

B6.7.1 70 lb. White Offset

B6.7.2 Labeled samples of paper must accompany bids for evaluation.

B6.8 Bindery: 11 x 17 paper size, Fold to 8½ x 11 finished size

B6.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to last year's Dental and Vision Brochure. Examples of 2017 printed materials can be provided at the contractor's request.

B6.10 Dental & Vision Brochure must be printed on or before September 8, 2017.

B7 PRINT SPECIFICATIONS – **2018 Open Enrollment Fact Sheets**

B7.1 Name of Project: Printing of Open Enrollment Fact Sheets

B7.2 Quantity Required:

B7.2.1 Active Employee Fact Sheets: 7,500

B7.2.2. Retiree Fact Sheets: 10,000

B7.3 Size: 8 3/8" x 10 7/8"

B7.4 Pages: 2, Self-Cover

B7.5 Ink: 2 color, two sides, with bleeds

B7.6 Composition: Image output (Adobe InDesign CC).

Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B7.7 Paper:

B7.7.1 80 lb. White Accent Opaque Cover

B7.7.2 Labeled samples of paper must accompany bids for evaluation.

B7.8 Bindery: Trim to 8 3/8" x 10 7/8"

B7.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to last year's Open Enrollment Fact Sheets. Examples of 2017 printed materials can be provided at the contractor's request.

B7.10 Open Enrollment Fact Sheets must be printed on or before September 8, 2017.

B8 PRINT SPECIFICATIONS – **2018 Open Enrollment Forms**

B8.1 Name of Project: Printing of 2018 Open Enrollment Forms

B8.2 Quantity Required:

B8.2.1 2018 Tobacco-Free Promise: 8,000

B8.2.2 2018 Quit Tobacco Promise: 8,000

B8.2.3 2018 Active Open Enrollment Worksheet: 5,000

B8.2.4 2018 Retiree Open Enrollment Worksheet: 10,000

B8.2.5 2018 Open Enrollment Worksheet – Active DV Only: 5,000

B8.2.6 2018 Open Enrollment Worksheet – Retiree DV Only: 1,500

B8.3 Size: 8.5" x 11"

B8.4 Pages: 1 side

B8.5 Ink: Black ink only

B8.6 Composition: Image output (Adobe InDesign CC).

Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B8.7 Paper:

B8.7.1 24 lb. White Offset

B8.8 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to last year's Open Enrollment Fact Sheets. Examples of 2017 printed materials can be provided at the contractor's request

B8.9 Open Enrollment Forms must be printed on or before September 8, 2017.

B9 MAIL SPECIFICATIONS – **Active State Open Enrollment Packet**

B9.1 Name of Project: Mailing and Delivery of Active State Open Enrollment Packet

B9.2 Quantity:

B9.2.1 Mailed: 5,000

B9.2.2 Quantities listed are approximate. The final quantity will be indicated at the time of order

B9.3 Envelope Size: 10" x 13"

B9.4 Envelope Type: Polypropylene bag or other highly durable material

B9.5 Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing

B9.6 Materials to be included in the Active State Open Enrollment Packet:

B9.6.1 2018 Presentation Folder Booklet (refer to section B4)

B9.6.2 2018 SBC (refer to section B5)

B9.6.3 2018 Active Employee Open Enrollment Fact Sheet (refer to section B7)

B9.6.4 2018 Active Employee Open Enrollment Worksheet (refer to section B8)

B9.6.5 2018 Tobacco-Free Promise Form (refer to section B8)

B9.6.6 2018 Quit Tobacco Form (refer to section B8)

B9.6.7 MOCafe Guide

B9.7 Most materials printed by contractor. Any materials not printed by contractor will be supplied prior to mailing.

B9.8 MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alterations to addresses are allowed.

B9.9 Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.

B9.10 The Contractor shall satisfy all requirements of the United States Post Office.

B9.11 Active State Employee Open Enrollment Packets must be mailed on or before Sept. 15, 2017.

B10 MAIL SPECIFICATIONS – **Medicare Retiree Open Enrollment Packet**

B10.1 Name of Project: Mailing and Delivery of Medicare Retiree Open Enrollment Packet

B10.2 Quantity:

B10.2.1 Mailed: 7,000

B10.2.2 Quantities listed are approximate. The final quantity will be indicated at the time of order.

B10.3 Envelope Size: 10" x 13"

B10.4 Envelope Type: Polypropylene bag or other highly durable material

B10.5 Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing

B10.6 Materials to be included in the Medicare Retiree Open Enrollment Packet:

B10.6.1 2018 Presentation Folder Booklet (refer to section B4)

B10.6.2 2018 SBC (refer to section B5)

B10.6.3 2018 Retiree Open Enrollment Fact Sheet (refer to section B7)

B10.6.4 2018 Retiree Open Enrollment Worksheet (refer to section B8)

B10.7 All materials printed by contractor.

B10.8 MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.

B10.9 Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.

B10.10 The contractor shall satisfy all requirements of the United States Post Office.

B10.11 Medicare Retiree Open Enrollment Packets must be must be mailed on or before Sept. 15, 2017.

B11 MAIL SPECIFICATIONS – *Non-Medicare Retiree Open Enrollment Packet*

B11.1 Name of Project: Mail and Delivery of Non-Medicare Retiree Open Enrollment Packet

B11.2 Quantity:

B11.2.1 Mailed: 3,000

B11.2.2 Quantities listed are approximate. The final quantity will be indicated at the time of order.

B11.3 Envelope Size: 10" x 13"

B11.4 Envelope Type: Polypropylene bag or other highly durable material

B11.5 Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing

B11.6 Materials to be included in the Non-Medicare Retiree Open Enrollment Packet:

B11.6.1 2018 Presentation Folder Booklet (refer to section B4)

B11.6.2 2018 SBC (refer to section B5)

B11.6.3 2018 Retiree Open Enrollment Fact Sheet (refer to section B7)

B11.6.4 2018 Retiree Open Enrollment Worksheet (refer to section B8)

B11.6.5 2018 Tobacco-Free Promise Form (refer to section B8)

B11.6.6 2018 Quit Tobacco Promise Form (refer to section B8)

B11.7 All materials printed by contractor.

B11.8 MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.

B11.9 Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.

B11.10 The Contractor shall satisfy all requirements of the United States Post Office.

B11.11 Non-Medicare Retiree Open Enrollment Packets must be mailed on or before Sept. 15, 2017.

B12 MAIL AND DELIVERY SPECIFICATIONS – *MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packet*

B12.1 Name of Project: Mailing and Delivery of MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packet

B12.2 Quantity:

B12.2.1 Mailed: 1,500

B12.2.2 Quantities listed are approximate. The final quantity will be indicated at the time of order

B12.3 Envelope Size: 10" x 13"

B12.4 Envelope Type: Polypropylene bag or other highly durable material

B12.5 Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing

B12.6 Materials to be included in the MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packet:

B12.6.1 2018 Dental & Vision Brochure (refer to section B6)

B12.6.2 2018 Open Enrollment Worksheet – Retiree DV Only (refer to section B8)

B12.7 All materials printed by contractor.

B12.8 MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.

B12.9 Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.

B12.10 The contractor shall satisfy all requirements of the United States Post Office.

B12.11 MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packets must be mailed on or before Sept. 15, 2017.

B13 MAIL SPECIFICATIONS – *MoDOT, Hwy Patrol and Conservation Active Employee Open Enrollment Packet*

B13.1 Name of Project: Mailing and Delivery of MoDOT, Hwy Patrol and Conservation Active Employee Open Enrollment Packets

B13.2 Quantity:

B13.2.1 Mailed: 5,000

B13.2.2 Quantities listed are approximate. The final quantity will be indicated at the time of order

B13.3 Envelope Size: 10" x 13"

B13.4 Envelope Type: Polypropylene bag or other highly durable material

B13.5 Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing

B13.6 Materials to be included in the MoDOT, Hwy Patrol and Conservation Active Employee Open Enrollment Packet:

B13.6.1 2018 Dental & Vision Brochure (printed by contractor – refer to section B7)

B13.6.2 2018 Open Enrollment Worksheet – Active DV Only

B13.6.3 MOCafe Guide

B13.7 Most materials printed by contractor. Any materials not printed by contractor will be supplied prior to mailing.

B13.8 MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.

B13.9 Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.

B13.10 The contractor shall satisfy all requirements of the United States Post Office.

B13.11 MoDOT, Hwy Patrol and Conservation Active Employee Open Enrollment Packets must be mailed on or before Sept. 15, 2017.

B14 PRINT SPECIFICATIONS – *Quit Tobacco Kit*

B14.1 Name of Project: Quit Tobacco Kit

B14.2 Quantity Required: 3,000

B14.2.1 Quantities listed are approximate. The final quantity will be indicated at the time of order

B14.3 Size: 7.25" x 9"

B14.4 Pages: 24 + Cover

B14.4.1 The page counts listed above are approximate. The final page counts will be indicated at the time of order.

B14.5 Ink:

B14.5.1 Cover – Full color, 2 sides, with bleeds

B14.5.2 Inside – Full color throughout, with bleeds

B14.6 Composition: Image output (Adobe InDesign CC).

Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B14.7 Paper:

B14.7.1 Cover Stock – 80 lb. White Accent Cover

B14.7.2 Inside Stock – 50 lb. White Offset

B14.7.3 Labeled samples of paper must accompany bids for evaluation

B14.8 Bindery: Perfect bind

B14.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide. Examples of 2017 printed materials can be provided at the contractor's request.

B14.10 Kits must be printed and delivered before September 30, 2017.

B15 SPECIFICATIONS – *Weight Management Course Magazines*

B15.1 Name of Project: Weight Management Course Magazines

B15.2 Quantity Required:

B15.2.1 Class magazines: 10 magazines, 50 each (or 500 total)

B15.2.2 Companion booklets: 4 booklets, 50 each (or 200 total)

B15.2.3 Quantities listed are approximate. The final quantity will be indicated at the time of order

B15.3 Size:

15.3.1 Class Magazines: 8.5" x 11", folded to 8.5" x 5.5"

15.3.2 Companion booklets: 8.5" x 6.5", folded to 4.25" x 6.5"

B15.4 Pages:

B15.4.1 Class Magazines

B15.4.1.1 One-on-One: 3 pages

B15.4.1.2 Class One: 5 pages

B15.4.1.3 Class Two: 5 pages

B15.4.1.4 Class Three: 3 pages

B15.4.1.5 Class Four: 3 pages

B15.4.1.6 Class Five: 3 pages

B15.4.1.7 Class Six: 4 pages

B15.4.1.8 Class Seven: 4 pages

B15.4.1.9 Class Eight: 4 pages

B15.4.1.10 Class Nine: 3 pages

B15.4.2 Companion booklets

B15.4.2.1 Calorie Companion: 3 pages

B15.4.2.2 Fitness Folio: 3 pages

B15.4.2.3 Grocery Guide: 5 pages

B15.4.2.4 Dining Directory: 3 pages

B15.4.3 The page counts listed above are approximate. The final page counts will be indicated at the time of order.

B15.5 Ink: All materials – Full color, 2 sides, with bleeds

B15.6 Composition: Image output (Adobe InDesign CC).

Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B15.7 Paper: All materials - 60 lb. Gloss Text

B15.8 Bindery: Saddle stitch (left) with 2 staples

B15.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide. Examples of 2017 printed materials can be provided at the contractor's request.

B15.10 Materials must be printed and delivered before August 16, 2017.

B16 SPECIFICATIONS – *Weight Management Course Supplemental Materials*

B16.1 Name of Project: Weight Management Supplemental Materials

B16.2 Quantity Required:

B16.2.1 Food & Activity Logs: 10 versions, 50 each (or 500 total)

B16.2.2 Informational brochure: 100

B16.2.3 Positive Behavior booklet: 3 versions, 50 each (or 150 total)

B16.2.4 Four Steps booklet: 3 versions, 50 each (or 150 total)

B16.2.5 Class handouts: 10 versions, 50 each (or 500 total)

B16.2.6 Quantities listed are approximate. The final quantity will be indicated at the time of order

B16.3 Size:

B16.3.1 Food & Activity Logs: 8.5" x 11", folded to 8.5" x 5.5"

B16.3.2 Informational brochure: 8.5" x 11", tri-folded to 8.5" x 3 2/3"

B16.3.3 Positive Behavior booklet: 8.5" x 11", folded to 8.5" x 5.5"

B16.3.4 Four Steps booklet: 8.5" x 11", folded to 8.5" x 5.5"

B16.3.5 Class handouts: 8.5" x 11"

B16.4 Pages:

B16.4.1 Food & Activity Logs: 5 pages

B16.4.2 Informational brochure: 1 page

B16.4.3 Positive Behavior booklet: 2 pages

B16.4.4 Four Steps booklet: 3 pages

B16.4.5 Class handouts: 1 page

B16.4.6 The page counts listed above are approximate. The final page counts will be indicated at the time of order.

B16.5 Ink: All materials – Full color, 2 sides, with bleeds

B16.6 Composition: Image output (Adobe InDesign CC).

Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B16.7 Paper: Inside Stock – 50 lb. White Offset

B16.7.3 Labeled samples of paper must accompany bids for evaluation

B16.8 Bindery:

B16.8.1 Food & Activity Logs: Saddle stitch (left) with 2 staples

B16.8.2 Informational brochure: trifold

B16.8.3 Positive Behavior booklet: Saddle stitch (left) with 2 staples

B16.8.4 Four Steps booklet: Saddle stitch (left) with 2 staples

B16.8.5 Class handouts: N/A

B16.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide. Examples of 2017 printed materials can be provided at the contractor's request.

B16.10 Materials must be printed and delivered before August 16, 2017.

B17 SPECIFICATIONS – ***Comprehensive Annual Financial Report***

B17.1 Name of Project: Comprehensive Annual Financial Report

B17.2 Quantity Required: 200

B17.2.1 Quantities listed are approximate. The final quantity will be indicated at the time of order

B17.3 Size: 8 3/8" x 10 7/8"

B17.4 Pages: 64 + Cover

B16.4.1 The page counts listed above are approximate. The final page counts will be indicated at the time of order.

B17.5 Ink:

B17.5.1 Cover – Full color, 2 sides, with bleeds

B17.5.2 Inside – Full color throughout, with bleeds

B17.6 Composition: Image output (Adobe InDesign CC). Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B17.7 Paper:

B17.7.1 Cover Stock – 80 lb. White Accent Cover

B17.7.2 Inside Stock – 50 lb. White Offset

B17.7.3 Labeled samples of paper must accompany bids for evaluation

B17.8 Bindery: Perfect bind

B17.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide. Examples of 2017 printed materials can be provided at the contractor's request.

B17.10 Booklets must be printed and delivered before December 29, 2017

B18 SPECIFICATIONS – ***MCHCP Pocket Folders***

B18.1 Name of Project: MCHCP Pocket Folders

B18.2 Quantity Required: 2,000

B18.3 Size: 9" x 12"

B18.4 Pages: 1

B18.5 Ink: Full color with bleeds

B18.6 Composition: Image output (Adobe InDesign CC). Contractor will be responsible for a color proof to be received by MCHCP within five (5) working days from receipt of files. Proof shall be **hand-delivered to** MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or **mailed to** MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

B18.7: Paper: 100 lb. Gloss Cover

B18.8: Bindery: Diecut, score, fold and glue to 9 x 12 with two 4" glued pockets with business card slits on inside right pocket using a standard die.

B18.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide. Examples of 2017 printed materials can be provided at the contractor's request.

B18.10 Folders will be printed and delivered by October 2, 2017

B18 SPECIFICATIONS – ***Additional Non-Core Projects***

- B18.1 Name of Project: Printing, mailing and delivery of additional non-core material projects.
- B18.2 Contractor may be asked to prepare a cost proposal for printing, mailing and delivery of additional non-core materials throughout the contract term.
- B18.3 Details of the request such as quantity, size and deadlines will be supplied at the time of the request.

SECTION C GENERAL CONTRACTUAL REQUIREMENTS

C1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in this RFP document or any amendment thereto, the definition or meaning described below shall apply.

- C1.1 **Amendment** means a written, official modification to an RFP or to a contract.
- C1.2 **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- C1.3 **Bidder** means the person or organization that responds to this RFP by submitting a proposal with prices to provide the services as required in the RFP document.
- C1.4 **Contract** means a legal and binding agreement between two or more competent parties, in consideration for the procurement of services as described in this RFP.
- C1.5 **Contractor** means a person or organization who is a successful bidder as a result of this RFP and who enters into a contract with MCHCP for services described herein.
- C1.6 **Exhibit** applies to forms which are included with this RFP for the bidder to complete and return with the sealed proposal prior to the specified filing date and time.
- C1.7 **May** means permissible, but not required.
- C1.8 **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a breach.
- C1.9 **Pricing Pages** apply to the form(s) on which the Bidder must state the price(s) applicable for the services required in the RFP. The pricing pages must be completed and returned by the Bidder with the sealed proposal prior to the specified proposal filing date and time.
- C1.10 **Request for Proposal (RFP)** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes Exhibits, Attachments, and Amendments thereto.
- C1.11 **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Missouri Legislature. Chapter 103 of the Revised Statutes of Missouri is the primary chapter governing the operations of MCHCP.
- C1.12 **Shall** has the same meaning as the word "must."
- C1.13 **Should** means desirable but not mandatory.

C2 INVOICING AND PAYMENT

- C2.1 MCHCP does not pay state or federal taxes unless otherwise required under law or regulation.
- C2.2 MCHCP assumes no obligation for equipment, supplies and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MCHCP's rejection and shall be returned at the contractor's expense.
- C2.3 Payment will be made to the name and address identified in the contract as the "contractor" unless (a) the contractor has authorized a different name and mailing address in writing or (b) unless a court of law specifies otherwise.
- C2.4 The contractor agrees that the fee due for all services performed by the contractor shall be billed by the end of the month following delivery.
- C2.5 Payment will be remitted to contractor by the tenth of the month following the month in which MCHCP receives a bill from Contractor for the services provided. Contractor shall bill for services only after delivery is made.

C3 TITLES

- C3.1 Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

C4. MODIFICATIONS TO OR TRANSFERS OF INTEREST IN THE CONTRACT

- C4.1 Any change in the contract including the Scope of Work described herein, whether by modification and/or supplementation, must be accompanied by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and MCHCP. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractor's compensation, if applicable, entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
- C4.2 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of MCHCP.

C5 APPLICABLE LAWS AND REGULATIONS

- C5.1 The contract shall be construed according to the laws of the state of Missouri. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- C5.2 To the extent that a provision of the contract is contrary to the Constitution or laws of the state of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and MCHCP.
- C5.3 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

- C5.4 The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- C5.5 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself or herself or his or her employees to be an employee of MCHCP. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

C6 COMMUNICATIONS AND NOTICES

- C6.1 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail with postage prepaid, transmitted by facsimile or email, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

C7 INVENTIONS, PATENTS AND COPYRIGHTS

- C7.1 The contractor shall defend, protect, and hold harmless MCHCP, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.
- C7.2 All material developed or acquired by the contractor as a result of work under the contract shall become the property of MCHCP. No material prepared by the contractor shall be released to the public without the prior written consent of MCHCP.

C8 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- C8.1 In connection with the furnishing of services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, ancestry, age, sexual orientation, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 - C8.1.1 A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - C8.1.2 The identification of a person designated to handle affirmative action;
 - C8.1.3 The establishment of nondiscriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion and discipline.
 - C8.1.4 The exclusion of discrimination from all collective bargaining agreements; and
 - C8.1.5 Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

C9 AMERICANS WITH DISABILITIES ACT

C9.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

C10 TERMINATION AND BREACHES

C10.1 No provision in the contract shall be construed, expressly or implied, as a waiver by MCHCP of any existing or future right and/or remedy available by law in the event of any claim by MCHCP of the contractor's default or breach of contract. It is expressly agreed that MCHCP may obtain an injunction for breach or anticipated breach of contract.

C10.2 Contractor acknowledges that delay of delivery of final product as agreed to in the delivery schedule will cause economic damages to MCHCP in amounts that are impossible or very difficult to ascertain with certainty and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. In the event that contractor fails to deliver final product as agreed to in the delivery schedule, Contractor agrees to pay liquidated damages of \$200.00 per each complete working day that elapses following scheduled date that the final product has not been delivered/mailed, up to a maximum of \$3,000.00, provided that MCHCP has fulfilled its obligations. Contractor acknowledges that the liquidated damages contemplated in this paragraph are only for damages caused by delay in delivery of the final product and in no way limit MCHCP's other remedies in the event of a material breach of contract.

C10.3 Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract at the end of any month by giving thirty (30) days notice.

C10.4 In the event of material breach of the contractual obligations by the contractor, MCHCP may cancel the contract. At its sole discretion, MCHCP may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than five (5) working days from notification.

C10.5 If the contractor fails to cure the breach or if circumstances demand immediate action, MCHCP may issue a notice of cancellation terminating the contract immediately.

C10.6 If MCHCP cancels the contract for material breach, MCHCP reserves the right to obtain the services to be provided pursuant to the contract from other sources and upon such terms and in such manner as MCHCP deems appropriate and charge the contractor for any additional costs incurred thereby.

C10.7 The contractor shall hold MCHCP harmless and indemnify MCHCP for any damages or expenses paid or incurred by MCHCP as a result of the contractor's performance, or failure to perform, any of the terms and conditions of the contract. This obligation includes any negligent acts or omissions of contractor.

C10.8 The contractor understands and agrees that MCHCP will not save, hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect MCHCP, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense related to its performance under the contract.

C10.9 A written contract between MCHCP and the contractor shall be executed upon award of the RFP. The contract will reflect this RFP and any amendments thereto, and the proposal submitted by the contractor in response to this RFP. In the event of any inconsistency between the RFP and the contractor's responsive proposal, the language of the RFP will govern. However, MCHCP reserves the right to clarify in contract or by written amendment any aspect of the contractual relationship with the concurrence of the contractor, and such clarification shall govern in the event of any conflict with applicable provisions in the RFP or the contractor's responsive proposal. The contractor understands and agrees that the contractor's responsive proposal may be accepted by

MCHCP without further clarification and that the contractor may be held to any terms or commitments made therein. A sample contract is included with this RFP for review by contractor. Any modifications requested must be submitted with the bid.

C11 CONFIDENTIALITY

C11.1 Confidentiality: If awarded contract, bidder will be required to sign a Business Associate Agreement (BAA). A sample BAA is included with this RFP. Any modifications requested must be submitted with the bid. Contractor will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this contract shall be disseminated by contractor except as authorized by MCHCP, either during the period of this contract or thereafter. Contractor must agree to return any or all data furnished by MCHCP promptly at the request of MCHCP in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable.

**SECTION D
EVALUATION OF PROPOSALS**

D1. EVALUATION PROCESS

D1.1 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made. The award of a contract resulting from this RFP shall be based on the lowest-cost and best proposal received in accordance with the evaluation criteria stated below:

Evaluation Criteria:

D1.1.1	Price	40 points
D1.1.2	Experience and Expertise	30 points
D1.1.3	Proposed Method of Performance	20 points
D1.1.4	Amount of Work Subcontracted	10 points
D1.1.5	MBE/WBE Participation Commitment	10 points

D1.2 Each proposal will be evaluated as a whole and each project will also be evaluated individually. MCHCP reserves the right to award the entire project to one vendor or to award individual projects to different vendors or to award only the printing portion of the RFP. MCHCP also reserves the right to not go forward with any project.

D1.3 MCHCP reserves the right to consider historic information and fact, whether gained from the bidder's proposal, prior experience with the bidder, question-and-answer conferences, references, or any other source, in the evaluation process.

D1.4 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that MCHCP is under no obligation to solicit such information if it is not included with the bidder's proposal. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's proposal.

D1.5 The bidder's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process. A maximum of MBE/WBE participation points of 10 points will be awarded based on the participation amount proposed by the bidder. Awarded MBE/WBE participation points will be added to the non-financial points earned by the bidder.

**SECTION E
QUESTIONNAIRE**

E1. VENDOR INFORMATION

E1.1 Name, address of your company and key contacts.

E1.2 How long has your company been in business?

E1.3 How many people does your company employ?

E1.4 List the number of person hours planned for included services.

E1.5 Confirmation of Deadlines

Scope of Work Section	Print Project	Deadline	Initial to Confirm
B2	Printing of Open Enrollment Postcards	August 7, 2017	
B15	Printing of Weight Management Course Magazines	August 16, 2017	
B16	Printing of Weight Supplemental Materials	August 16, 2017	
B4	Printing of 2018 Presentation Folder Booklets	September 8, 2017	
B5	Printing of 2018 SBC	September 8, 2017	
B6	Printing of 2018 Dental & Vision Brochure	September 8, 2017	
B7	Printing of Open Enrollment Fact Sheets	September 8, 2017	
B8	Printing of Open Enrollment Forms	September 8, 2017	
B14	Printing of Quit Tobacco Kit	September 29, 2017	
B17	Printing of Comprehensive Annual Financial Report	December 29, 2017	
B18	Printing of MCHCP Pocket Folders	October 2, 2017	

Scope of Work Section	Mail Project	Deadline	Initial to Confirm
B3	Mailing and Delivery of Open Enrollment Postcards	August 11, 2017	
B9	Mailing and Delivery of Active State Open Enrollment Packet	September 15, 2017	
B10	Mailing and Delivery of Medicare Retiree Open Enrollment Packet	September 15, 2017	
B11	Mail and Delivery of Non-Medicare Retiree Open Enrollment Packet	September 15, 2017	
B12	Mailing and Delivery of MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packet	September 15, 2017	
B13	Mailing and Delivery of MoDOT, Hwy	September 15, 2017	

	Patrol and Conservation Active Employee Open Enrollment Packets		
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E2. SUBCONTRACTORS

Bidders must submit a detailed proposal regarding the services to be performed, including which, if any, of the services will be outsourced. The proposal should include the number of person hours planned for the included services.

E2.1 What percentage of the services performed under this contract will be completed in-house?

E2.2 If the answer to E2.1 is less than 100 percent, please explain why outsourcing is necessary.

E2.3 List the subcontractor(s) and where they are located.

E2.4 List of any Minority/Women Business Enterprises (M/WBE) that you will be using as subcontractors to provide the services requested in this RFP. Also, please provide the percentage of subcontractors that are M/WBE.

E3. VENDOR PROFILE

E3.1 Does your company have appropriate licensure by the state of Missouri? If so, provide proof of licensure with this questionnaire. If not, please explain.

E3.2 Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

E3.3 Provide a description of the economic impact returned to the state of Missouri through tax revenue obligations or otherwise.

E3.4 Provide a description of the company's economic presence within the state of Missouri (e.g. type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other), including Missouri employee statistics.

E3.5 Is your company a Minority/Women Business Enterprises (M/WBE). If so, please provide certification from the Office of Administration.

**EXHIBIT A
PRICING PAGE**

All prices should be based on estimated volume. Indicate the basis for pricing; for example, whether it is per product such as postcard, newsletter or benefit guide or is the basis for the entire individual project. Please provide any dollar variance that may occur if actual volume is different from estimated volume.

Scope of Work Section	Print Project	Print Price including Delivery	Price basis (per piece or per project)
B2	Printing of Open Enrollment Postcards	\$	
B15	Printing of Weight Management Course Magazines	\$	
B16	Printing of Weight Supplemental Materials	\$	
B4	Printing of 2018 Presentation Folder Booklets	\$	
B5	Printing of 2018 SBC	\$	
B6	Printing of 2018 Dental & Vision Brochure	\$	
B7	Printing of Open Enrollment Fact Sheets	\$	
B8	Printing of Open Enrollment Forms	\$	
B14	Printing of Quit Tobacco Kit	\$	
B17	Printing of Comprehensive Annual Financial Report	\$	
B18	Printing of MCHCP Pocket Folders	\$	

The pricing (per page) for changes to any of the print project proofs is (Please note if per page pricing varies by project): \$_____.

Scope of Work Section	Mail Project	Mail Price	Price basis (per piece or per project)
B3	Mailing of Open Enrollment Postcards	\$	
B9	Mailing of Active State Open Enrollment Packet	\$	
B10	Mailing of Medicare Retiree Open Enrollment Packet	\$	
B11	Mailing of Non-Medicare Retiree Open Enrollment Packet	\$	
B12	Mailing of MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packet	\$	
B13	Mailing of MoDOT, Hwy Patrol and Conservation Active Employee Open Enrollment Packets	\$	

Additional Non-Core Projects

Please provide a not-to-exceed fee schedule(s) for common printing jobs including one for color and one for black and white of non-core projects. The proposed fee schedule(s) may vary by volume.

Suggested modifications to reduce cost, and pricing with any modifications to bid specifications:

Company: _____

Printed Name: _____

Signature: _____

Date: _____

**EXHIBIT B
CONTRACTOR CERTIFICATION
OF COMPLIANCE WITH FEDERAL EMPLOYMENT LAWS**

_____ (hereafter referred to as "contractor") hereby certifies that all of contractor's employees and its subcontractors' employees assigned to perform services for the Missouri Consolidated Health Care Plan ("MCHCP") and/or its members are eligible to work in the United States in accordance with federal law.

Contractor acknowledges that MCHCP is entitled to receive all requested information, records, books, forms and any other documentation ("requested data") in order to determine whether contractor is in compliance with federal law concerning eligibility to work in the United States and to verify the accuracy of such requested data. Contractor further agrees to fully cooperate with MCHCP in its audit of such subject matter.

Contractor also hereby acknowledges that MCHCP may declare contractor has breached its Contract if MCHCP has reasonable cause to believe that contractor or its subcontractors knowingly employed individuals not eligible to work in the United States. MCHCP may then lawfully and immediately terminate its contract with contractor without any penalty to MCHCP and may suspend or debar contractor from doing any further business with MCHCP.

THE UNDERSIGNED PERSON REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO SIGN THIS DOCUMENT AND BIND THE CONTRACTOR TO SUCH CERTIFICATION.

Contractor

By: _____

Title: _____

Date: _____

EXHIBIT A
CONTRACT BETWEEN MISSOURI CONSOLIDATED HEALTH CARE PLAN
AND PRINTING COMPANY.

This Contract is entered into by and between Missouri Consolidated Health Care Plan (“MCHCP”) and Printing Company. (hereinafter “Printer” or “Contractor”) for the express purpose of 2018 Printed Materials and Mailing Services.

1. GENERAL TERMS AND CONDITIONS

1.1 Term of Contract and Costs of Services: The term of this Contract is from July 1, 2017 to June 30, 2018. The submitted price for the contract is a firm, fixed price.

1.2 Contract Documents: This Contract and following documents, attached hereto and hereby incorporated herein by reference as if fully set forth herein, constitute the full and complete Contract and, in the event of conflict in terms of language among the documents, shall be given precedence in the following order:

- a. Any future written and duly executed renewal proposals or amendments to this Contract;
- b. This written Contract signed by the parties;
- c. The following Exhibits listed in this subsection below and attached hereto, After being duly executed by both parties:
 - i. Exhibit A - Pricing Pages
 - ii. Exhibit B - Contractor Certification
 - iii. Exhibit C- Business Associate Agreement
- d. The original RFP, including any amendments, the mandatory terms of which are deemed accepted and confirmed by Printer as evidenced by Printer’s affirmative confirmations and representations required by and in accordance with the bidder response requirements described throughout the RFP.

1.3 Integration: This Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Contract between the parties shall be independent of and have no effect on any other contracts of either party.

1.4 Amendments to this Contract: This Contract shall be modified only by the written agreement of the parties. No alteration or variation in terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.5 Drafting Conventions and Definitions: Whenever the following words and expressions appear in this Contract, any amendment thereto, or the RFP document, the definition or meaning described below shall apply:

- **“Amendment”** means a written, official modification to the RFP or to this Contract.
- **“May”** means permissible but not required.

- **“Must”** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a breach.
- **“Request for Proposal” or “RFP”** means the solicitation document issued by MCHCP to potential bidders for the purchase of services as described in the document. The definition includes Exhibits, Attachments, and Amendments thereto.
- **“Shall”** has the same meaning as the word must.
- **“Should”** means desirable but not mandatory.
- The terms **“include,” “includes,”** and **“including”** are terms of inclusion, and where used in this Contract, are deemed to be followed by the words “without limitation”.

1.6 Notices: Unless otherwise expressly provided otherwise, all notices, demands, requests, approvals, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other during the course of this contract shall be in writing and shall be made by personal delivery, by prepaid overnight delivery, by United States mail postage prepaid, or transmitted by email to an authorized employee of the other party or to any other persons as may be designated by written notice from one party to the other. Notices to MCHCP shall be addressed as follows: Missouri Consolidated Health Care Plan, ATTN: Executive Director, P.O. Box 104355, Jefferson City, MO 65110-4355. Notices to Printer shall be addressed as follows: Contact Person, Printing Company-Printing Address.

1.7 Headings: The article, section, paragraph, or exhibit headings or captions in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract. Such headings or captions do not define, describe, extend, or limit the scope or intent of this Contract.

1.8 Severability: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, such determination shall not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if it were never incorporated into this Contract, but all other provisions will remain in full force and effect.

1.9 Inducements: In making the award of this Contract, MCHCP relies on Printer’s assurances of the following:

- Printer is an established printer.
- Printer, including its subcontractors, has the skills, qualifications, expertise, financial resources and experience necessary to perform the services described in the RFP, Printer’s proposal, and this Contract, in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.
- Printer has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and fully understand MCHCP’s current offerings and operating environment for the activities that are the subject of this Contract and the needs and requirements of MCHCP during the contract term.

- Printer has had the opportunity to review and fully understand MCHCP's stated objectives in entering into this Contract and, based upon such review and understanding, Printer currently has the capability to perform in accordance with the terms and conditions of this Contract.

Accordingly, on the basis of the terms and conditions of this Contract, MCHCP desires to engage Printer to perform the services described in this Contract under the terms and conditions set forth in this Contract.

1.10 Industry Standards: If not otherwise provided, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.11 Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, and strikes other than by Printer's or its subcontractors' employees.

Printer shall notify MCHCP orally within five (5) days and in writing within ten (10) days of the date on which Printer becomes aware or should have reasonably become aware that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contractor is prevented or delayed and (iii) if performance is delayed, state a reasonable estimation of the duration of the delay. Printer shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as MCHCP may reasonably request. After receipt of such notice, MCHCP may elect to either cancel the Contract or to extend the time for performances as reasonably necessary to compensate for Printer's delay.

In the event of a declared emergency by competent governmental authorities, MCHCP by notice to printer, may suspend all or a portion of this Contract.

1.12 Breach and Waiver: Waiver or any breach of any Contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No Contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties. If any Contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, condition or application. To this end, the Contract terms and conditions are severable.

1.13 Independent Contractor: Printer represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MCHCP. Therefore, Printer hereby assumes all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save, and hold MCHCP, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. Printer assumes sole and full responsibility for its acts and the acts of its personnel.

- 1.14 Third Party Beneficiaries:** This Contract shall not be construed as providing an enforceable right to any third party.
- 1.15 No Increase in Charges:** All prices are fixed firm rates once negotiated and mutually agreed upon.
- 1.16 Injunction:** Should MCHCP be prevented or enjoined from proceeding with this Contract before or after contract execution by reason of any litigation or other reason beyond the control of MCHCP, Printer shall not be entitled to make or assess claim for damage by reason of said delay.
- 1.17 Statutes:** Each and every provision of law and clause required by law to be inserted or applicable to the services provided in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.
- 1.18 Governing Law:** This Contract shall be governed by the laws of the State of Missouri and shall be deemed executed at Jefferson City, Cole County, Missouri. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
- 1.19 Jurisdiction:** All legal proceedings arising hereunder shall be brought in the Circuit Court of Cole County in the State of Missouri.
- 1.20 Acceptance:** No contract provision or use of items by MCHCP shall constitute acceptance or relieve Printer of liability in respect to any expressed or implied warranties.
- 1.21 Survival of Terms:** Termination or expiration of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract that: (i) the parties expressly agree will survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to apply following any such termination or expiration.
- 1.22 Time is of the Essence:** In consideration of the need to ensure creation and mailing of printed materials according to the schedule in the RFP, time is of the essence in the performance of the services under this Contract.

2 Printer's Obligations

- 2.1 Confidentiality:** Printer will have access to private and/or confidential data maintained by MCHCP to the extent necessary to carry out its responsibilities under this Contract. No private or confidential data received, collected, maintained, transmitted, or used in the course of performance of this Contract shall be disseminated by Printer except as authorized by MCHCP, either during the period of this Contract or thereafter. Printer must agree to return any or all data furnished by Printer promptly at the request of MCHCP in whatever form it is maintained by Printer. On the termination or expiration of this Contract, Printer will not use any of such data or any material derived from the data for any purpose and, where so instructed by MCHCP, will destroy or render it unreadable. Printer may use and disclose PHI in to the extent permitted by HIPAA and in accordance with the Business Associate Agreement without written approval of MCHCP.
- 2.2 Subcontracting:** Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns. Printer shall not

subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of MCHCP. Printer may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MCHCP. Printer agrees that any and all subcontracts entered into by Printer for the purpose of meeting the requirements of this Contract are the responsibility of Printer. MCHCP will hold Printer responsible for assuring that subcontractors meet all the requirements of this Contract and all amendments thereto. Printer must provide complete information regarding each subcontractor used by Printer to meet the requirements of this Contract.

2.3 Disclosure of Material Events: Printer agrees to immediately disclose any of the following to MCHCP to the extent allowed by law for publicly traded companies:

- Any material adverse change to the financial status or condition of Printer;
- Any merger, sale or other material change of ownership of Printer;
- Any conflict of interest or potential conflict of interest between Printer's engagement with MCHCP and the work, services or products that Printer is providing or proposes to provide to any current or prospective customer; and
- (1) Any material investigation of Printer by a federal or state agency or self-regulatory organization; (2) Any material complaint against Printer filed with a federal or state agency or self-regulatory organization; (3) Any material proceeding naming Printer before any federal or state agency or self-regulatory organization; (4) Any material criminal or civil action in state or federal court naming Printer as a defendant; (5) Any material fine, penalty, censure or other disciplinary action taken against Printer by any federal or state agency or self-regulatory organization; (6) Any material judgment or award of damages imposed on or against Printer as a result of any material criminal or civil action in which Printer was a party; or (7) Any other matter material to the services rendered by Printer pursuant to this Contract.

For the purposes of this paragraph, "material" means of a nature or of sufficient monetary value, or concerning a subject which a reasonable party in the position of and comparable to MCHCP would consider relevant and important in assessing the relationship and services contemplated by this Contract. It is further understood in that in fulfilling its ongoing responsibilities under this paragraph, Printer is obligated to make its best faith efforts to disclose only those relevant matters which to the attention of or should have been known by Printer's personnel involved in the engagement covered by this Contract and/or which come to the attention of or should have been known by any individual or office of Printer designated by Printer to monitor and report such matters.

Upon learning of any such actions, MCHCP reserves the right, at its sole discretion, to terminate this Contract.

2.4 Off-shore Services: All services under this Contract shall be performed within the United States. Printer shall not perform, or permit subcontracting of services under this Contract, to any off-shore companies or locations outside of the United States. Any such actions shall result in Printer being in breach of this Contract.

2.5 Compliance with Laws: Printer shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract, including but not limited to the provisions listed below.

2.5.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA): Printer shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations, as amended, including compliance with the Privacy, Security and Breach Notification regulations and the execution of a Business Associate Agreement with MCHCP.

2.5.2 Non-discrimination, Sexual Harassment and Workplace Safety: Printer agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Printer shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. Printer shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

2.5.3 Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act of 2008 (ADAAA): Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act (ADA) and **Americans with Disabilities Act Amendments Act of 2008 (ADAAA)**, Printer understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of such disability. As a condition of accepting this Contract, Printer agrees to comply with all regulations promulgated under ADA or ADAAA which are applicable to all benefits, services, programs, and activities provided by MCHCP through contracts with outside contractors.

2.6 Indemnification: Printer shall be responsible for and agrees to indemnify and hold harmless MCHCP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MCHCP as a result of Printer's, Printer's employees, or Printer's associate or any associate's or subcontractor's failure to comply with section 2.6 of this contract.

2.7 Prohibition of Gratuities: Neither Printer nor any person, firm or corporation employed by Printer in the performance of this Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any employee of MCHCP at any time.

2.8 Insurance and Liability: Printer must maintain sufficient liability insurance, including but not limited to general liability, professional liability, and errors and omissions coverage, to protect MCHCP against any reasonably foreseeable recoverable loss, damage or expense under this engagement. Printer shall provide proof of such insurance coverage upon request from MCHCP. MCHCP shall not be required to purchase any insurance against loss or damage to any personal property to which this Contract relates. Printer shall bear the risk of any loss or damage to any personal property in which Printer holds title.

2.9 Hold Harmless: Printer shall hold MCHCP harmless from an indemnify against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Printer or Printer's employees or its subcontractors. MCHCP shall not be precluded from receiving the benefits of any

insurance Printer may carry which provides for indemnification for any loss or damage of property in Printer's custody and control, where such loss or destruction is to MCHCP's property. Printer shall do nothing to prejudice MCHCP's right to recover against third parties for any loss, destruction, or damage to MCHCP's property.

2.10 Assignment: Printer shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Contract without prior written consent of MCHCP. This Contract may terminate in the event of any assignment, conveyance, encumbrance or other transfer by Printer made without prior written consent of MCHCP. Notwithstanding the foregoing, Printer may, without the consent of MCHCP, assign its rights to payment to be received under this Contract, provided that Printer provides written notice of such assignment to MCHCP together with a written acknowledgment from the assignee that any such payments are subject to all of the terms and conditions of this Contract. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in Printer provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company. Any assignment consented to by MCHCP shall be evidenced by a written assignment agreement executed by Printer and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. A change of name by Printer, following which Printer's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Printer shall give MCHCP written notice of any such change of name.

2.11 Patent, Copyright, and Trademark Indemnity: Printer warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to MCHCP under this Contract. Printer shall defend any suit or proceeding brought against MCHCP on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that MCHCP shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, MCHCP may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by MCHCP at Printer's written request, it shall be at Printer's expense, but the responsibility for such expense shall be only that within Printer's written authorization. Printer shall indemnify and hold MCHCP harmless from all damages, costs, and expenses, including attorney's fees that Printer or MCHCP may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by Printer in such suit or proceeding are held to constitute infringement and the use is enjoined, Printer shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If Printer is unable to do any of the preceding, Printer agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MCHCP, only those items of equipment or software which are held to be infringing, and to pay MCHCP: 1) any amounts paid by MCHCP towards

the purchase of the product, less straight line depreciation; 2) any license fee paid by MCHCP for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee presenting the time remaining in any period of maintenance paid for. The obligations of Printer under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of Printer without its written consent.

2.12 Compensation/Expenses: Printer shall be required to perform the specified services at the price(s) quoted in this Contract. All services shall be performed within the time period(s) specified in this Contract. Printer shall be compensated only for work performed to the satisfaction of MCHCP. Printer shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

2.13 Contractor Expenses: Printer will pay and will be solely responsible for Printer's travel expenses and out-of-pocket expenses incurred in connection with providing the services. Printer will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its staff.

2.14 Tax Payments: Printer shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. MCHCP is exempt from Missouri state sales or use taxes and federal excise taxes for direct purchases. MCHCP makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Printer.

2.15 Conflicts of Interest: Printer shall not knowingly employ, during the period of this Contract or any extensions to it, any professional personnel who are also in the employ of the State of Missouri or MCHCP and who are providing services involving this Contract or services similar in nature to the scope of this Contract to the State of Missouri. Furthermore, Printer shall not knowingly employ, during the period of this Contract or any extensions to it, any employee of MCHCP who has participated in the making of this Contract until at least two years after his/her termination of employment with MCHCP.

3 MCHCP'S OBLIGATIONS

3.1 Payment: MCHCP does not pay state or federal taxes unless otherwise required under law or regulation. MCHCP assumes no obligation for equipment, supplies and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MCHCP's rejection and shall be returned at the Contractor's expense. Payment will be made to the name and address identified in the Contract as the "Printer" unless (a) the Printer has authorized a different name and mailing address in writing or (b) unless a court of law specifies otherwise. The Contractor agrees that the fee due for all services performed by the Contractor shall be billed by the end of the month following delivery. The Contractor understands that payment will be remitted to the Contractor by the tenth of the month following the month services are billed. Payment will be remitted to Contractor by the tenth of the month following the month in which MCHCP receives a bill from Contractor for the services provided. Contractor shall bill for services only after delivery is made. Payment shall not be construed by Printer as acceptance of the service performed by Printer. Printer reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the services if such post payment testing or inspection discloses a defect or a failure to meet specifications. Printer agrees that MCHCP may set off the amount of any obligation of Printer or its subsidiaries to MCHCP against any payments due

Printer under any contract with MCHCP, provided that prior written notice is sent to Printer by MCHCP with applicable details.

4 Scope of Work: Printer shall create the following printed materials and mail by the following deadlines.

4.1 2018 Open Enrollment Postcards Printing

4.1.1 Name of Project: Printing of Open Enrollment Postcards

4.1.2 Quantity Required:

Active Employee Postcards: 5,000

Retiree Postcards: 9,000

MoDOT, Highway Patrol & Conservation Postcards: 6,000

The quantities listed above are approximate. The final quantity will be indicated at the time of order.

4.1.3 Size: 11 x 6

4.1.4 Pages: 2

4.1.5 Ink:

Front – 4 Color Process with bleeds

Back – Black ink only

4.1.6 Composition: Image output (Adobe InDesign CC).

4.1.7 Printer will be responsible for a color proof of cover and inside text pages to be provided to MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

4.1.8 Paper: 100 lb. White Accent Opaque Cover

4.1.9 Bindery: Trim to 11 x 6

4.1.10 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to last year's (2018) Open Enrollment Postcard.

4.1.11 Postcards shall be printed by August 7, 2017.

4.2 2018 Open Enrollment Postcards Mailing

4.2.1 Name of Project: Mailing and Delivery of Open Enrollment Postcards

4.2.2 Quantity required to be mailed:

Active Employee Postcards: 5,000

Retiree Postcards: 9,000

MoDOT, Highway Patrol & Conservation: 6,000

Quantities listed are approximate. The final quantity will be indicated at the time of order.

- 4.2.3 Postcard Size: 11 x 6
- 4.2.4 Address Labels: Addresses and bar code will be printed directly onto postcard, in accordance with United States Post Office requirements.
- 4.2.5 Mailing List: MCHCP will supply contractor with mailing list through an FTP site no later than August 7, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.
- 4.2.6 Postage: Best discount for first-class, pre-sort rate. Cost will be applied to MCHCP's pre-paid permit.
- 4.2.7 The contractor shall satisfy all requirements of the United States Post Office.
- 4.2.8 Postcards must be mailed on or before Aug. 11, 2017.

4.3 2018 Open Enrollment Presentation Folder Printing

- 4.3.1 Name of Project: Printing of 2018 Open Enrollment Presentation Folder Booklets
- 4.3.2 Quantity Required:
 - State: 20,000
 - Public Entity: 1,200

The quantities listed above are approximate. The final quantity will be indicated at the time of order.
- 4.3.3 Size: State and Public Entity
 - Folder 9" x 12"
 - Inside Booklet: 17" x 11", folded to 8.5" x 11"
- 4.3.4 Pages:
 - State: folder + 36 inside pages
 - Public Entity: folder + 24 inside pages

The page count listed above is approximate, as this publication is not yet complete. The final page count will be indicated at the time of order.
- 4.3.5 Ink: State and Public Entity: Full Color with bleeds
- 4.3.6 Composition: Image output (Adobe InDesign CC).
- 4.3.7 Contractor will be responsible for a proof to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.
- 4.3.8 Paper: State and Public Entity

Folder Stock – 100 lb. Gloss Cover

Inside Booklet – 60 lb. Gloss Text

4.3.9 Bindery: State and Public Entity

Folder - Diecut, score, fold and glue to 9 × 12 with two 4” glued pockets with business card slits on inside right pocket using a standard die.

Inside Booklet: Saddle stitch (left) with 3 staples, embedded into pocket folder

4.3.10 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to 2017 materials.

4.3.11 Booklets must be printed on or before September 8, 2017.

4.4 2018 Summary of Benefits and Coverage (SBC) Printing

4.4.1 Name of Project: Printing of 2018 SBC

4.4.2 Quantity Required:

State SBC: 20,000

Public Entity SBC: 1,200

The quantities list above are approximate. The final quantity will be indicated at the time of order.

4.4.3 Size: 8 3/8” x 10 7/8”

4.4.4 Pages:

State SBC: 36 + Cover

Public Entity SBC: 36 + cover

The page counts listed above are approximate. The final page counts will be indicated at the time of order.

4.4.5 Ink:

State SBC

Cover – Black ink only with bleeds

Inside – Black ink only with bleeds

Public Entity SBC

Cover – Black ink only with bleeds

Inside – Black ink only with bleed

4.4.6 Composition: Image output (Adobe InDesign CC).

4.4.7 Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock

Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

4.4.8 Paper:

Cover Stock – 80 lb. White Accent Opaque Smooth Cover

Inside Stock – 50 lb. White Offset

4.4.9 Bindery: Side stitched (left) with 2 staples along short edge.

4.4.10 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide.

4.4.11 SBC must be printed on or before September 8, 2017.

4.5 2018 Dental & Vision Brochure Printing

4.5.1 Name of Project: Printing of 2018 Dental & Vision Brochure

4.5.2 Quantity Required: 7,000

4.5.3 Size: 8 ½ x 11

4.5.4 Pages: 4 The page count listed above is approximate. The final page count will be indicated at the time of order.

4.5.5 Ink: Black ink only with bleeds, self cover

4.5.6 Composition: Image output (Adobe InDesign CC).

4.5.7 Contractor will be responsible for a proof to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

4.5.8 Paper: 70 lb. White Offset

4.5.9 Bindery: 11 x 17 paper size, Fold to 8½ x 11 finished size

4.5.10 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to last year's Dental and Vision Brochure.

4.5.11 Dental & Vision Brochure must be printed on or before September 8, 2017.

4.6 2018 Open Enrollment Fact Sheets Printing

4.6.1 Name of Project: Printing of Open Enrollment Fact Sheets

4.6.2 Quantity Required:

Active Employee Fact Sheets: 7,500

Retiree Fact Sheets: 10,000

- 4.6.3 Size: 8 3/8" x 10 7/8"
- 4.6.4 Pages: 2, Self-Cover
- 4.6.5 Ink: 2 color, two sides, with bleeds
- 4.6.6 Composition: Image output (Adobe InDesign CC).
- 4.6.7 Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.
- 4.6.8 Paper:
80 lb. White Accent Opaque Cover
- 4.6.9 Bindery: Trim to 8 3/8" x 10 7/8"
- 4.6.10 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to last year's Open Enrollment Fact Sheets.
- 4.6.11 Open Enrollment Fact Sheets must be printed on or before September 8, 2017.

4.7 2018 Open Enrollment Forms Printing

- 4.7.1 Name of Project: Printing of 2018 Open Enrollment Forms
- 4.7.2 Quantity Required:
2018 Tobacco-Free Promise: 8,000
2018 Quit Tobacco Promise: 8,000
2018 Active Open Enrollment Worksheet: 5,000
2018 Retiree Open Enrollment Worksheet: 10,000
2018 Open Enrollment Worksheet – Active DV Only: 5,000
2018 Open Enrollment Worksheet – Retiree DV Only: 1,500
- 4.7.3 Size: 8 5" x 11"
- 4.7.4 Pages: 1 side
- 4.7.5 Ink: Black ink only
- 4.7.6 Composition: Image output (Adobe InDesign CC).
- 4.7.7 Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.
- 4.7.8 Paper:
24 lb. White Offset

4.7.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total bid price. Quality of printing should be greater than or comparable to last year's Open Enrollment Fact Sheets.

4.7.10 Open Enrollment Forms must be printed on or before September 8, 2017.

4.8 Active State Open Enrollment Packet Mailing

4.8.1 Name of Project: Mailing and Delivery of Active State Open Enrollment Packet

4.8.2 Quantity: Mailed: 5,000. Quantities listed are approximate. The final quantity will be indicated at the time of order

4.8.3 Envelope Size: 10" x 13"

4.8.4 Envelope Type: Polypropylene bag or other highly durable material

4.8.5 Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing

4.8.6 Materials to be included in the Active State Open Enrollment Packet:

2018 Presentation Folder Booklet (4.3)

2018 SBC (4.4)

Active Employee Open Enrollment Fact Sheet (4.6)

2018 Active Employee Open Enrollment Worksheet (4.7)

2018 Tobacco Free Promise Form (4.7)

2087 Quit Tobacco Form (4.7)

MOCafe Guide

4.8.7 Materials not printed by contractor will be supplied prior to mailing.

4.8.8 MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alterations to addresses are allowed.

4.8.9 Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.

4.8.10 The Contractor shall satisfy all requirements of the United States Post Office.

4.8.11 Active State Employee Open Enrollment Packets must be mailed on or before Sept. 15, 2017.

4.9 Medicare Retiree Open Enrollment Packet Mailing

4.9.1 Name of Project: Mailing and Delivery of Medicare Retiree Open Enrollment Packet

4.9.2 Quantity: Mailed: 7,000. Quantities listed are approximate. The final quantity will be indicated at the time of order.

- 4.9.3** Envelope Size: 10" x 13"
- 4.9.4** Envelope Type: Polypropylene bag or other highly durable material
- 4.9.5** Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing
- 4.9.6** Materials to be included in the Medicare Retiree Open Enrollment Packet:
 - 2018 Presentation Folder Booklet (4.3)
 - 2018 SBC (4.4)
 - 2018 Retiree Open Enrollment Fact Sheet (4.6)
 - 2018 Retiree Open Enrollment Worksheet (4.7)
- 4.9.7** MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.
- 4.9.8** Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.
- 4.9.9** The contractor shall satisfy all requirements of the United States Post Office.
- 4.9.10** Medicare Retiree Open Enrollment Packets must be must be mailed on or before Sept. 15, 2017.

4.10 Non-Medicare Retiree Open Enrollment Packet

- 4.10.1** Name of Project: Mail and Delivery of Non-Medicare Retiree Open Enrollment Packet
- 4.10.2** Quantity: Mailed: 3,000. Quantities listed are approximate. The final quantity will be indicated at the time of order.
- 4.10.3** Envelope Size: 10" x 13"
- 4.10.4** Envelope Type: Polypropylene bag or other highly durable material
- 4.10.5** Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing
- 4.10.6** Materials to be included in the Non-Medicare Retiree Open Enrollment Packet:
 - 2018 Presentation Folder Booklet (4.3)
 - 2018 SBC (4.4)
 - 2018 Retiree Open Enrollment Fact Sheet (4.6)
 - 2018 Retiree Open Enrollment Worksheet (4.7)
 - 2018 Tobacco Free Promise Form (4.7)
 - 2018 Quit Tobacco Promise Form (4.7)

- 4.10.7 MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.
- 4.10.8 Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.
- 4.10.9 The Contractor shall satisfy all requirements of the United States Post Office.
- 4.10.10 Non-Medicare Retiree Open Enrollment Packets must be mailed on or before Sept. 15, 2017.

4.11 MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packet Mailing

- 4.11.1 Name of Project: Mailing and Delivery of MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packet
- 4.11.2 Quantity: Mailed: 1,500. Quantities listed are approximate. The final quantity will be indicated at the time of order
- 4.11.3 Envelope Size: 10" x 13"
- 4.11.4 Envelope Type: Polypropylene bag or other highly durable material
- 4.11.5 Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing
- 4.11.6 Materials to be included in the MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packet:
 - 2018 Dental & Vision Brochure (4.5)
 - 2018 Open Enrollment Worksheet – Retiree DV Only (4.7)
- 4.11.7 MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.
- 4.11.8 Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.
- 4.11.9 The contractor shall satisfy all requirements of the United States Post Office.
- 4.11.10 MoDOT, Hwy Patrol and Conservation Retiree Open Enrollment Packets must be mailed on or before Sept. 15, 2017.

4.12 MoDOT, Hwy Patrol and Conservation Active Employee Open Enrollment Packet

- 4.12.1 Name of Project: Mailing and Delivery of MoDOT, Hwy Patrol and Conservation Active Employee Open Enrollment Packets
- 4.12.2 Quantity: Mailed: 5,000. Quantities listed are approximate. The final quantity will be indicated at the time of order
- 4.12.3 Envelope Size: 10" x 13"

- 4.12.4 Envelope Type: Polypropylene bag or other highly durable material
- 4.12.5 Contractor will be required to assemble, package, print addresses and bar codes, as well as pre-sort the mailing
- 4.12.6 Materials to be included in the MoDOT, Hwy Patrol and Conservation Active Employee Open Enrollment Packet:
 - 2018 Dental & Vision Brochure (4.5)
 - 2018 Open Enrollment Worksheet – Active DV Only (4.7)
 - MOCafe Guide
- 4.12.7 Materials not printed by contractor will be supplied prior to mailing.
- 4.12.8 MCHCP will supply contractor with mailing list through an FTP site no later than September 8, 2017. Only mailing addresses supplied by MCHCP can be used; no alternations to addresses are allowed.
- 4.12.9 Postage: Best discount for first-class rate. Cost will be applied to MCHCP's pre-paid permit.
- 4.12.10 The contractor shall satisfy all requirements of the United States Post Office.
- 4.12.11 MoDOT, Hwy Patrol and Conservation Active Employee Open Enrollment Packets must be mailed on or before Sept. 15, 2017

4.13 Quit Tobacco Kit Printing and Delivery

- 4.13.1 Name of Project: Printing of Quit Tobacco Kit
- 4.13.2 Quantity Required: 3,000 Quantities listed are approximate. The final quantity will be indicated at the time of order
- 4.13.3 Size: 7.25" x 9"
- 4.13.4 Pages: 24 + Cover The page count listed above is approximate. The final page count will be indicated at the time of order.
- 4.13.5 Ink:
 - Cover – Full Color, 2 sides, with bleeds
 - Inside – Full Color throughout, with bleeds
- 4.13.6 Composition: Image output (Adobe InDesign CC). Contractor will be responsible for a proof to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.
- 4.13.7 Paper:
 - Cover Stock: 80 lb. White Accent Cover
 - Inside Stock: 50 lb. White Offset
- 4.13.8 Bindery: Perfect Bind

4.13.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing should be greater than or comparable to last year's Benefit Guide.

4.13.10 Quit Tobacco Kits must be printed and delivered before September 30, 2017.

4.14 Weight Management Course Magazines Printing and Delivery

4.14.1 Name of Project: Weight Management Course Magazines

4.14.2 Quantity Required:

Class Magazines: 10 magazines, 50 each (or 500 total)

Companion booklets: 4 Booklets, 50 each (or 200 total)

Quantities listed are approximate. The final quantity will be indicated at the time of order

4.14.3 Size

Class Magazines: 8.5" x 11", folded to 8.5" x 5.5"

Companion Booklets: 8.5" x 6.5", folded to 4.25" x 6.5"

4.14.4 Pages (The page counts are approximate. The final page count will be indicated at the time of order)

Class Magazines

One on One: 3 pages

Class One: 5 pages

Class Two: 5 pages

Class Three: 3 pages

Class Four: 3 pages

Class Five: 3 pages

Class Six: 4 pages

Class Seven: 4 pages

Class Eight: 4 pages

Class Nine: 3 pages

Companion Booklets

Calorie Companion: 3 pages

Fitness Folio: 3 pages

Grocery Guide: 5 pages

Dining Directory: 3 pages

- 4.14.5 Ink: All Materials – Full color, 2 sides with bleeds
- 4.14.6 Composition: Image output (Adobe InDesign CC). Contractor will be responsible for a proof to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.
- 4.14.7 Paper: All materials – 60 lb. Gloss Text
- 4.14.8 Bindery: Saddle Stitch (left) with 2 staples
- 4.14.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing should be greater than or comparable to last year's Benefit Guide.
- 4.14.10 Weight Management materials must be printed and delivered before August 16, 2017.

4.15 Weight Management Course Supplemental Materials Printing

4.15.1 Name of Project: Weight Management Supplemental Materials

4.15.2 Quantity Required:

Food & Activity Logs: 10 versions, 50 each (or 500 total)

Informational brochure: 100

Positive Behavior booklet: 3 versions, 50 each (or 150 total)

Four Steps booklet: 3 versions, 50 each (or 150 total)

Class handouts: 10 versions, 50 each (or 500 total)

Quantities listed are approximate. The final quantity will be indicated at the time of order

4.15.3 Size:

Food & Activity Logs: 8.5" x 11", folded to 8.5" x 5.5"

Informational brochure: 8.5" x 11", tri-folded to 8.5" x 3 2/3"

Positive Behavior booklet: 8.5" x 11", folded to 8.5" x 5.5"

Four Steps booklet: 8.5" x 11", folded to 8.5" x 5.5"

Class handouts: 8.5" x 11"

4.15.4 Pages:

Food & Activity Logs: 5 pages

Informational brochure: 1 page

Positive Behavior booklet: 2 pages

Four Steps booklet: 3 pages

Class handouts: 1 page

The page counts listed above are approximate. The final page counts will be indicated at the time of order.

4.15.5 Ink: All materials – Full color, 2 sides, with bleeds

4.15.6 Composition: Image output (Adobe InDesign CC). Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

4.15.7 Paper: Inside Stock – 50 lb. White Offset

4.15.8 Bindery:

Food & Activity Logs: Saddle stitch (left) with 2 staples

Informational brochure: trifold

Positive Behavior booklet: Saddle stitch (left) with 2 staples

Four Steps booklet: Saddle stitch (left) with 2 staples

Class handouts: N/A

4.15.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide.

4.15.10 Materials must be printed and delivered before August 16, 2017.

4.16 Comprehensive Annual Financial Report Printing

4.16.1 Name of Project: Comprehensive Annual Financial Report

4.16.2 Quantity Required: 200 Quantities listed are approximate. The final quantity will be indicated at the time of order

4.16.3 Size: 8 3/8" x 10 7/8"

4.16.4 Pages: 64 + Cover The page counts listed above are approximate. The final page counts will be indicated at the time of order.

4.16.5 Ink:

Cover – Full color, 2 sides, with bleeds

Inside – Full color throughout, with bleeds

4.16.6 Composition: Image output (Adobe InDesign CC). Contractor will be responsible for a color proof of cover and inside text pages to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City,

MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

4.16.7 Paper:

Cover Stock – 80 lb. White Accent Cover

Inside Stock – 50 lb. White Offset

4.16.8 Bindery: Perfect bind

4.16.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide. Examples of 2017 printed materials can be provided at the contractor's request.

4.16.10 Booklets must be printed and delivered before December 29, 2017

4.17 MCHCP Pocket Folders

4.17.1 Name of Project: MCHCP Pocket Folders

4.17.2 Quantity Required 2,000. Quantities listed are approximate. The final quantity will be indicated at the time of order

4.17.3 Size: 9" x 12"

4.17.4 Pages: 1

4.17.5 Ink: Full color with bleeds

4.17.6 Composition: Image output (Adobe InDesign CC). Contractor will be responsible for a color proof to be received by MCHCP within five (5) working days from receipt of files. Proof shall be hand-delivered to MCHCP, 832 Weathered Rock Court, Jefferson City, MO 65101; or mailed to MCHCP, PO Box 104355, Jefferson City, MO 65110-4355.

4.17.7 Paper: 100 lb. Gloss Cover

4.17.8 Bindery: Diecut, score, fold and glue to 9 x 12 with two 4" glued pockets with business card slits on inside right pocket using a standard die.

4.17.9 Quality: Poor-quality printing and/or binding shall be sufficient reason for MCHCP to reject all or any part of the completed project. The deduction for rejected items will be prorated proportionate to the total contract price. Quality of printing shall be greater than or comparable to last year's Benefit Guide. Examples of 2017 printed materials can be provided at the contractor's request.

4.17.10 Folders will be printed and delivered by October X, 2017

4.18 Additional Non-Core Projects

4.18.1 Name of Project: Printing, mailing and delivery of additional non-core material projects.

4.18.2 Contractor may be asked to prepare a cost proposal for printing, mailing and delivery of additional non-core materials throughout the contract term.

4.18.3 Details of the request such as quantity, size and deadlines will be supplied at the time of the request.

5 CANCELLATION, TERMINATION OR EXPIRATION

This contract will terminate upon full performance of all requirements contained in the Contract, unless extended or terminated sooner under the terms of the contract.

5.1 MCHCP's rights Upon Termination or Expiration of Contract: If this Contract is terminated, MCHCP, in addition to any other rights provided under this Contract, may require Printer to transfer title and deliver to MCHCP in the manner and to the extent directed, any completed materials. MCHCP shall be obligated only for those services and materials rendered and accepted prior to termination.

5.2 Termination for Cause: MCHCP may terminate this Contract, or any part of this Contract, for cause under any one of the following circumstances: 1) Printer fails to make delivery of goods or services as specified in this Contract; 2) Printer fails to satisfactorily perform the work specified in this Contract; 3) Printer fails to make progress so as to endanger performance of this Contract in accordance with its terms; 4) Printer breaches any provision of this Contract; 5) Printer assigns this Contract without MCHCP's approval; or 6) Insolvency or bankruptcy of Printer. MCHCP shall have the right to terminate this Contract, in whole or in part, if MCHCP determines, at its sole discretion that one of the above listed circumstances exists. In the event of termination, Printer shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP, subject to any offset by MCHCP for actual damages including loss of any federal matching funds. Printer shall be liable to MCHCP for any reasonable excess costs for such similar or identical services included within the terminated part of this Contract.

5.3 Termination Right: Notwithstanding any other provision, MCHCP reserves the right to terminate this Contract, in whole or in part, by giving Printer thirty (30) days prior notice of termination.

5.4 Termination by Mutual Agreement: The parties may mutually agree to terminate this Contract or any part of this Contract at any time. Such termination shall be in writing and shall be effective as of the date specified in such agreement.

5.5 Rights and Remedies: If this Contract is terminated, MCHCP, in addition to any other rights provided for in this Contract, may require Printer to deliver to MCHCP in the manner and to the extent directed, any completed materials. In the event of termination, Printer shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by MCHCP subject to any offset by MCHCP for actual damages. The rights and remedies of MCHCP provided for in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

6 Breach

6.1 No provision in this Contract shall be construed, expressly or implied as a waiver by MCHCP of any existing or future right and/or remedy available by law in the event of any claim by MCHCP of the Printer's default or breach of contract. It is expressly agreed that MCHCP may obtain an injunction for breach or anticipated breach of contract.

- 6.2** Printer acknowledges that delay of delivery of final product as agreed to in the delivery schedule will cause economic damages to MCHCP in amounts that are impossible or very difficult to ascertain with certainty and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. In the event that Printer fails to deliver final product as agreed to in the delivery schedule, Printer agrees to pay liquidated damages of \$200.00 per each complete working day that elapses following scheduled date of delivery that the final product has not been delivered, up to a maximum of \$3,000.00, provided that MCHCP has fulfilled its obligations. Printer acknowledges that the liquidated damages contemplated in this paragraph are only for damages caused by delay in delivery of the final product and in no way limit MCHCP's other remedies in the event of a material breach of contract.
- 6.3** In the event of material breach of the contractual obligations by the Printer, MCHCP may cancel the contract. At its sole discretion, MCHCP may give the Printer an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than five (5) working days from notification.
- 6.4** If the Printer fails to cure the breach or if circumstances demand immediate action, MCHCP may issue a notice of cancellation terminating the contract immediately.
- 6.5** If MCHCP cancels the contract for material breach, MCHCP reserves the right to obtain the services to be provided pursuant to the contract from other sources and upon such terms and in such manner as MCHCP deems appropriate and charge the Printer for any additional costs incurred thereby.
- 6.6 Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find MCHCP has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, MCHCP shall not agree to pay attorney fees and late payment charges beyond those available under this Contract, and, if applicable, no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND OUR SIGNATURES BELOW SIGNIFY OUR CONSENT TO BE BOUND TO THE FOREGOING TERMS AND CONDITIONS.

Missouri Consolidated Health Care Plan

Printing Company-Print Co.

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) between the Missouri Consolidated Health Care Plan (hereinafter “Covered Entity” or “MCHCP”) and Printing Co. (hereinafter “Business Associate”) is entered into as a result of the business relationship between the parties in connection with services requested and performed in accordance with the 2018 Request for Proposal on Printed Materials and Mailing Services released June X, 2017 (“RFP”) and under Contract #2018-PMMS, as renewed and amended, (hereinafter the “Contract”).

This Agreement supersedes all other agreements, including any previous business associate agreements, between the parties with respect to the specific matters addressed herein. In the event the terms of this Agreement are contrary to or inconsistent with any provisions of the Contract or any other agreements between the parties, this Agreement shall prevail, subject in all respects to the Health Insurance Portability and Accountability Act of 1996, as amended (the “Act”), and the HIPAA Rules, as defined in Section 2.1 below.

1 Purpose.

The Contract is for printing and mailing services for various MCHCP publications for the period of July 2017 through June 2018.

The purpose of this Agreement is to comply with requirements of the Act and the implementing regulations enacted under the Act, 45 CFR Parts 160 - 164, as amended, to the extent such laws relate to the obligations of business associates, and to the extent such laws relate to obligations of MCHCP in connection with services performed by Printing Co. for or on behalf of MCHCP under the Contract. This Agreement is required to allow the parties to lawfully perform their respective duties and maintain the business relationship described in the Contract.

2 Definitions.

2.1 For purposes of this Agreement:

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to this Agreement, shall mean Modern Litho-Print Co.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to this Agreement, shall mean MCHCP.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 CFR Parts 160 and 164, as amended.

2.2 Unless otherwise expressly stated in this Agreement, all words, terms, specifications, and requirements used or referenced in this Agreement which are defined in the HIPAA Rules shall have the same meanings as described in the HIPAA Rules, including but not limited to: breach; data aggregation; designated record set; disclose or disclosure; electronic media; electronic protected health information (“ePHI”); family member; genetic information; health care; health information; health care operations; individual; individually identifiable health information; marketing; minimum necessary; notice of privacy practices; person; protected health information (“PHI”); required by law; Secretary; security incident; standard; subcontractor; transaction; unsecured PHI; use; violation or violate; and workforce.

- 2.3 To the extent a term is defined in the Contract and this Agreement, the definition in this Agreement, subject in all material respects to the HIPAA Rules, shall govern.
- 2.4 Notwithstanding the forgoing, for ease of reference throughout this Agreement, Business Associate understands and agrees that wherever PHI is referenced in this Agreement, it shall be deemed to include all MCHCP-related PHI in any format or media including paper, recordings, electronic media, emails, and all forms of MCHCP-related ePHI in any data state, be it data in motion, data at rest, data in use, or otherwise.

3 **Obligations and Activities of Business Associate.**

- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 3.2 Appropriate Safeguards. Business Associate agrees to implement, maintain, and use appropriate administrative, physical, and technical safeguards, and fully comply with all applicable standards, implementation specifications, and requirements of Subpart C of 45 CFR Part 164 with respect to ePHI, in order to: (i) ensure the confidentiality, integrity, and availability of ePHI created, received, maintained, or transmitted; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iii) protect against use or disclosure of ePHI by Business Associate, its workforce, and its subcontractors other than as provided for by this Agreement.
- 3.3 Subcontractors. Pursuant to §§ 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees it will not permit any subcontractors to create, receive, access, use, maintain, disclose, or transmit PHI in connection with, on behalf of, or under the direction of Business Associate in connection with performing its duties and obligations under the Contract unless and until Business Associate obtains satisfactory assurances in the form of a written contract or written agreement in accordance with §§ 164.504(e) and 164.314(a)(2) that the subcontractor(s) will appropriately safeguard PHI and in all respects comply with the same restrictions, conditions, and requirements applicable to Business Associate under the HIPAA Rules and this Agreement with respect to such information.

In addition to the forgoing, and in accordance with the Contract, Business Associate agrees it will not permit any subcontractor, or use any off-shore entity, to perform services under the Contract, including creation, use, storage, or transmission of PHI at any location(s) outside of the United States.

- 3.4 Reports to MCHCP. Business Associate agrees to report any use or disclosure of PHI not authorized or provided for by this Agreement, including breaches of unsecured PHI and any security incident involving MCHCP to MCHCP in accordance with the notice provisions prescribed in this Section 3.4. For purposes of the security incident reporting requirement, the term “security incident” shall not include inconsequential incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing ePHI maintained or transmitted by Business Associate.
- 3.4.1 The notice shall be delivered to, and confirmed received by, MCHCP without unreasonable delay, but in any event no later than three (3) business days of Business Associate’s first discovery, as discovery is described under § 164.410, of the unauthorized use or disclosure, breach of unsecured PHI, or security incident.

3.4.2 The notice shall be in writing and sent to both of the following MCHCP workforce members and deemed delivered only upon personal confirmation, acknowledgement or receipt in any form, verbal or written, from one of the designated recipients:

- MCHCP's Privacy Officer → currently, Jennifer Stilabower, (573) 522-3242, Jennifer.Stilabower@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101
- MCHCP's Security Officer → currently, Bruce Lowe, (573) 526-3114, Bruce.Lowe@mchcp.org, 832 Weathered Rock Court, Jefferson City, MO 65101

If, and only if, Business Associate receives an email or voicemail response indicating neither of the intended MCHCP recipients are available and no designee(s) confirm receipt within eight (8) business hours on behalf of one or both of the above-named MCHCP Officers, Business Associate shall forward the written notice to their primary MCHCP contact with copies to the Privacy and Security Officers for documentation purposes.

3.4.3 The notice shall include to the fullest extent possible:

- a) a detailed description of what happened, including the date, time, and all facts and circumstances surrounding the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
- b) the date, time, and circumstances surrounding when and how Business Associate first became aware of the unauthorized use or disclosure, breach of unsecured PHI, or security incident;
- c) identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been involved or otherwise subject to possible breach;
- d) a description of all types of PHI known or potentially believed to be involved or affected;
- e) identification of any and all unauthorized person(s) who had access to or used the PHI or to whom an unauthorized disclosure was made;
- f) all decisions and steps Business Associate has taken to date to investigate, assess risk, and mitigate harm to MCHCP and all potentially affected individuals;
- g) contact information, including name, position or title, phone number, email address, and physical work location of the individual(s) designated by Business Associate to act as MCHCP's primary contact for purposes of the notice triggering event(s);
- h) all corrective action steps Business Associate has taken or shall take to prevent future similar uses, disclosures, breaches, or incidents;

- i) if all investigatory, assessment, mitigation, or corrective action steps are not complete as of the date of the notice, Business Associate's best estimated timeframes for completing each planned but unfinished action step; and
- j) any action steps Business Associate believes affected or potentially affected individuals should take to protect themselves from potential harm resulting from the matter.

3.4.4 Business Associate agrees to cooperate with MCHCP during the course of Business Associate's investigation and risk assessment and to promptly and regularly update MCHCP in writing as supplemental information becomes available relating to any of the items addressed in the notice.

3.4.5 Business Associate further agrees to provide additional information upon and as reasonably requested by MCHCP; and to take any additional steps MCHCP reasonably deems necessary or advisable to comply with MCHCP's obligations as a covered entity under the HIPAA Rules.

3.4.6 Business Associate expressly acknowledges the presumption of breach with respect to any unauthorized acquisition, access, use, or disclosure of PHI, unless Business Associate is able to demonstrate otherwise in accordance with § 164.402(2), in which case, Business Associate agrees to fully document its assessment and all factors considered and provide MCHCP no later than ten (10) calendar days following Business Associate's discovery with its complete written risk assessment, conclusion reached, and all documentation supporting a conclusion that the unauthorized acquisition, access, use, or disclosure of PHI presents a low probability that PHI has been compromised.

3.4.7 The parties agree to work together in good faith, making every reasonable effort to reach consensus regarding whether a particular circumstance constitutes a breach or otherwise warrants notification, publication, or reporting to any affected individual, government body, or the public and also the appropriate means and content of any notification, publication, or report. Notwithstanding the foregoing, all final decisions involving questions of breach of PHI shall be made by MCHCP, including whether a breach has occurred, and any notification, publication, or public reporting required or reasonably advisable under the HIPAA Rules and MCHCP's Notice of Privacy Practices based on all objective and verifiable information provided to MCHCP by Business Associate under this Section 3.4

3.4.8 Business Associate agrees to bear all reasonable and actual costs associated with any notifications, publications, or public reports relating to breaches by Business Associate, any subcontractor of Business Associate, and any employee or workforce member of Business Associate and/or its subcontractors, as MCHCP deems necessary or advisable.

3.5 Confidential Communications. Business Associate agrees it will promptly implement and honor individual requests to receive PHI by alternative means or at an alternative location provided such request has been directed to and approved by MCHCP in accordance with § 164.522(b) applicable to covered entities. If Business Associate receives a request for confidential communications directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can assess, accommodate, and coordinate reasonable requests of this nature in accordance with the HIPAA Rules and prepare a timely response to the individual.

- 3.6 Individual Access to PHI. If an individual requests access to PHI under § 164.524, Business Associate agrees it will make all PHI about the individual which Business Associate created or received for or from MCHCP that is in Business Associate's custody or control available in a designated record set to MCHCP or, at MCHCP's direction, to the requesting individual or his or her authorized designee, in order to satisfy MCHCP's obligations as follows:
- 3.6.1 If Business Associate receives a request for individual PHI in a designated record set from MCHCP, Business Associate will provide the requested information to MCHCP within five (5) business days from the date of the request in a readily accessible and readable form and manner or as otherwise reasonably specified in the request.
- 3.6.2 If Business Associate receives a request for PHI in a designated record set directly from an individual current or former MCHCP member, Business Associate will require that the request be made in writing and will also promptly notify MCHCP that a request has been made verbally. If the individual submits a written request for PHI in a designated record set directly to Business Associate, no later than five (5) business days thereafter, Business Associate shall provide MCHCP with: (i) a copy of the individual's request to MCHCP for purposes of determining an appropriate response to the request; (ii) the designated record sets in Business Associate's custody or control that are subject to access by the requesting individual(s) requested in the form and format requested by the individual if it is readily producible in such form and format, or if not, in a readable hard copy form; and (iii) the titles of the persons or offices responsible for receiving and processing requests for access by individual(s). MCHCP will direct Business Associate in writing within five (5) business days following receipt of the information described in (i), (ii), and (iii) of this subsection 3.6.2 whether Business Associate should send the requested designated data set directly to the individual or whether MCHCP will forward the information received from Business Associate as part of a coordinated response or if for any reason MCHCP deems the response should be sent from MCHCP or another Business Associate acting on behalf of MCHCP. If Business Associate is directed by MCHCP to respond directly to the individual, Business Associate agrees to provide the designated record set requested in the form and format requested by the individual if it is readily producible in such form and format; or, if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. Business Associate will provide MCHCP's Privacy Officer with a copy of all responses sent to individuals pursuant to § 164.524 and the directives set forth in this subsection 3.6.2 for MCHCP's compliance and documentation purposes.
- 3.7 Amendments of PHI. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by MCHCP pursuant to § 164.526, and take other measures as necessary and reasonably requested by MCHCP to satisfy MCHCP's obligations under § 164.526.
- 3.7.1 If Business Associate receives a request directly from an individual to amend PHI created by Business Associate, received from MCHCP, or otherwise within the custody or control of Business Associate at the time of the request, Business Associate shall promptly refer the individual to MCHCP's Privacy Officer, and, if the request is in writing, shall forward the individual's request three (3) business days to MCHCP's Privacy Officer so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.
- 3.7.2 MCHCP will direct Business Associate in writing as to any actions Business Associate is required to take with regard to amending records of individuals who exercise their right to amend

PHI under the HIPAA Rules. Business Associate agrees to follow the direction of MCHCP regarding such amendments and to provide written confirmation of such action within seven (7) business days of receipt of MCHCP's written direction or sooner if such earlier action is required to enable MCHCP to comply with the deadlines established by the HIPAA Rules.

- 3.8 PHI Disclosure Accounting. Business Associate agrees to document, maintain, and make available to MCHCP within seven (7) calendar days of a request from MCHCP for all disclosures made by or under the control of Business Associate or its subcontractors that are subject to accounting, including all information required, under § 164.528 to satisfy MCHCP's obligations regarding accounting of disclosures of PHI.
- 3.8.1 If Business Associate receives a request for accounting directly from an individual, Business Associate agrees to refer the individual, and promptly forward the individual's request, to MCHCP so that MCHCP can evaluate, coordinate and prepare a timely response to the individual's request.
- 3.8.2 In addition to the provisions of 3.8.1, all PHI accounting requests received by Business Associate directly from the individual shall be acted upon by Business Associate as a request from MCHCP for purposes of Business Associate's obligations under this section. Unless directed by MCHCP to respond directly to the individual, Business Associate shall provide all accounting information subject to disclosure under § 164.528 to MCHCP within seven (7) calendar days of the individual's request for accounting.
- 3.9 Privacy of PHI. Business Associate agrees to fully comply with all provisions of Subpart E of 45 CFR Part 164 that apply to MCHCP to the extent Business Associate has agreed or assumed responsibilities under the Contract or this Agreement to carry out one or more of MCHCP's obligation(s) under 45 CFR Part 164 Subpart E.
- 3.10 Internal Practices, Books, and Records. Upon request of MCHCP or the Secretary, Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of MCHCP available to MCHCP and/or the Secretary in a time and manner designated by MCHCP or the Secretary for purposes of determining MCHCP's and/or Business Associate's compliance with the HIPAA Rules.

4 Permitted Uses and Disclosures of PHI by Business Associate.

- 4.1 Contractual Authorization. Business Associate may access, create, use, and disclose PHI as necessary to perform its duties and obligations required by the Contract, including but not limited to specific requirements set forth in the Scope of Work (as such term is defined in the Contract), as amended. Without limiting the foregoing general authorization, MCHCP specifically authorizes Business Associate to access, create, receive, use, and disclose all PHI which is required to provide the services specified in the Contract. The parties agree that no provision of the Contract permits Business Associate to use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if used or disclosed in like manner by MCHCP except that:

4.1.1 This Agreement permits Business Associate to use PHI received in its capacity as a business associate of MCHCP, if necessary: (A) for the proper management and administration of Business Associate; or (B) to carry out the legal responsibilities of Business Associate.

4.1.2 This Agreement permits Business Associate to combine PHI created or received on behalf of MCHCP as authorized in this Agreement with PHI lawfully created or received by Business Associate in its capacity as a business associate of other covered entities to permit data analysis relating to the health care operations of MCHCP and other PHI contributing covered entities in order to provide MCHCP with such comprehensive, aggregate summary reports as specifically required by, or specially requested under, the Contract.

4.2 Authorization by Law. Business Associate may use or disclose PHI as permitted or required by law.

4.3 Minimum Necessary. Notwithstanding any other provision in the Contract or this Agreement, with respect to any and all uses and disclosures permitted, Business Associate agrees to request, create, access, use, disclose, and transmit PHI involving MCHCP members subject to the following minimum necessary requirements:

4.3.1 When requesting or using PHI received from MCHCP, a member of MCHCP, or an authorized party or entity working on behalf of MCHCP, Business Associate shall make reasonable efforts to limit all requests and uses of PHI to the minimum necessary to accomplish the intended purpose of the request or use. Business Associate agrees its reasonable efforts will include identifying those persons or classes of persons, as appropriate, in Business Associate's workforce who need access to MCHCP member PHI to carry out their duties under the Contract. Business Associate further agrees to identify the minimally necessary amount of PHI needed by each such person or class and any conditions appropriate to restrict access in accordance with such assessment.

4.3.2 For any type of authorized disclosure of PHI that Business Associate makes on a routine basis to third parties, Business Associate shall implement procedures that limit the PHI disclosed to the amount minimally necessary to achieve the purpose of the disclosure. For all other authorized but non-routine disclosures, Business Associate shall develop and follow criteria for reviewing requests and limiting disclosures to the information minimally necessary to accomplish the purposes for which disclosure is sought.

4.3.3 Business Associate may rely, if such reliance is reasonable under the circumstances, on a requested disclosure as the minimum necessary for the stated purpose if and when:

- a) Making disclosures to public officials as permitted under § 164.512, if the public official represents that the information requested is the minimum necessary for the stated purpose(s);
or
- b) The information is requested by a professional who is a member of its workforce or is a business associate of MCHCP for the purpose of providing professional services to MCHCP, if the professional represents that the information requested is the minimum necessary for the stated purpose(s).

4.3.4 Minimum necessary does not apply to: uses or disclosures made to the individual; uses or disclosures made pursuant to a HIPAA-compliant authorization; disclosures made to the Secretary in accordance with the HIPAA Rules; disclosures specifically permitted or required under, and made in accordance with, the HIPAA Rules.

5 **Obligations of MCHCP.**

- 5.1 Notice of Privacy Practices. MCHCP shall notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI by providing Business Associate with MCHCP's Notice of Privacy Practices in accordance with § 164.520, the most recent copy of which is attached to this Agreement.
- 5.2 Individual Authorization Changes. MCHCP shall notify Business Associate in writing of any changes in, or revocation of, the authorization by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 Confidential Communications. MCHCP shall notify Business Associate in writing of individual requests approved by MCHCP in accordance with § 164.522 to receive communications of PHI from Business Associate by alternate means or at alternative locations, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.4 Individual Restrictions. MCHCP shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that MCHCP has agreed and, if applicable, any subsequent revocation or termination of such restriction, in accordance with § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.5 Permissible Requests by MCHCP. MCHCP shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by MCHCP.

6 **Term and Termination, Expiration, or Cancellation.**

- 6.1 Term. This Agreement is effective upon signature of both parties, and shall terminate upon the termination, expiration, or cancellation of the Contract, as amended, unless sooner terminated for cause under subsection 6.2 below.
- 6.2 Termination. Without limiting MCHCP's right to terminate the Contract in accordance with the terms therein, Business Associate also authorizes MCHCP to terminate this Agreement immediately by written notice and without penalty if MCHCP determines, in its sole discretion, that Business Associate has violated a material term of this Agreement and termination of this Agreement is in the best interests of MCHCP or its members. Without limiting the foregoing authorization, Business Associate agrees that MCHCP may, as an alternative or in addition to termination, require Business Associate to end the violation of the material term(s) and cure the breach of contract within the time and manner specified by MCHCP based on the circumstances presented. With respect to this subsection, MCHCP's remedies under this Agreement and the Contract are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 6.3 Obligations of Business Associate Upon Termination. Upon termination, expiration, or cancellation of this Agreement for any reason, Business Associate agrees to return to MCHCP or deliver to another MCHCP business associate at MCHCP's direction all PHI received from MCHCP, any current or former Business Associate or workforce member of MCHCP, or any current or former member of

MCHCP, as well as all PHI created, compiled, stored or accessible to Business Associate or any subcontractor, agent, affiliate, or workforce member of Business Associate, relating to MCHCP as a result of services provided under the Contract. All such PHI shall be securely transmitted in accordance with MCHCP's written directive in electronic format accessible and decipherable by the MCHCP designated recipient. Following confirmation of receipt and usable access of the transmitted PHI by the MCHCP designated recipient, Business Associate shall destroy all MCHCP-related PHI and thereafter retain no copies in any form for any purpose whatsoever. Within seven (7) business days following full compliance with the requirements of this subsection, an authorized representative of Business Associate shall certify in writing addressed to MCHCP's Privacy and Security Officers that Business Associate has fully complied with this subsection and has no possession, control, or access, directly or indirectly, to MCHCP-related PHI from any source whatsoever.

Notwithstanding the foregoing, Business Associate may maintain MCHCP-PHI after the termination of this Agreement to the extent return or destruction of the PHI is not feasible, provided Business Associate: (i) refrains from any further use or disclosure of the PHI; (ii) continues to safeguard the PHI thereafter in accordance with the terms of this Agreement; (iii) does not attempt to de-identify the PHI without MCHCP's prior written consent; and (iv) within seven (7) days following full compliance of the requirements of this subsection, provides MCHCP written notice describing all PHI maintained by Business Associate and certification by an authorized representative of Business Associate of its agreement to fully comply with the provisions of this paragraph.

6.4 Survival. All obligations and representations of Business Associate under this Section 6 and subsection 7.2 shall survive termination, expiration, or cancellation of the Contract and this Agreement.

7 **Miscellaneous.**

7.1 Satisfactory Assurance. Business Associate expressly acknowledges and represents that execution of this Agreement is intended to, and does, constitute satisfactory assurance to MCHCP of Business Associate's full and complete compliance with its obligations under the HIPAA Rules. Business Associate further acknowledges that MCHCP is relying on this assurance in permitting Business Associate to create, receive, maintain, use, disclose, or transmit PHI as described herein.

7.2 Indemnification. Each party shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the other party and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of such party or any subcontractor, consultant, or workforce member of such party to the extent such acts or omissions violate the terms of this Agreement or the HIPAA Rules as applied to the Contract.

Notwithstanding the foregoing, if Business Associate maintains any MCHCP-related PHI following termination of the Contract and this Agreement pursuant to subsection 6.3, Business Associate shall be solely responsible for all PHI it maintains and, to the fullest extent permitted by law, Business Associate shall protect, defend, indemnify and hold harmless MCHCP and its current and former trustees, employees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees and expenses, including at trial and on appeal) arising out of the acts or omissions of Business Associate or any subcontractor, consultant, or workforce member of Business Associate

regarding such PHI to the extent such acts or omissions violate the terms of the Act or the HIPAA Rules.

7.3 No Third Party Beneficiaries. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person or entity, other than the parties hereto, that may be affected by the operation of this Agreement, and no person or entity, other than the parties, shall have the right to enforce any right, claim, or benefit created or established under this Agreement.

7.4 Amendment. The parties agree to work together in good faith to amend this Agreement from time to time as is necessary or advisable for compliance with the requirements of the HIPAA Rules. Notwithstanding the foregoing, this Agreement shall be deemed amended automatically to the extent any provisions of the Act or the HIPAA Rules not addressed herein become applicable to Business Associate during the term of this Agreement pursuant to and in accordance with any subsequent modification(s) or official and binding legal clarification(s), to the Act or the HIPAA Rules.

7.5 Interpretation. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT, THAT OUR EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED, AND THAT UPON BOTH OF OUR SIGNATURES BELOW THIS SHALL BE A BINDING AGREEMENT TO THE FOREGOING TERMS AND CONDITIONS OF THIS BUSINESS ASSOCIATE AGREEMENT.

Missouri Consolidated Health Care Plan

Printing Company

By: _____

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

**Missouri Consolidated Health Care Plan
Responses to Vendor Questions
2018 Printing Materials and Mailing Services RFP
June 13, 2017**

2018 Printing Materials and Mailing Services

Questions and Answers

1. Would any leftover printed materials (that aren't mailed) be sent to MCHCP?

Yes

2. B15.1 Weight Management Course Magazine - The qty required states for Class Magazine - 10 Magazines = 10 versions, correct?

Yes, these are 10 magazines with different content.

3. B15.1 Weight Management Course Magazine - The page counts are odd numbers i.e. 3 pages, 5 pages, etc... For 15.4.1.1, for example, would this mean 3 - 8.5"x11" pages, printed 4/4 w/ bleeds, folded and stitched to create an 8.5"x 5.5" booklet with 6 total pages?

Yes, you are understanding this correctly.

4. B14.1 - Quit Tobacco Kit: 50# paper is too light for us to perfect bind for the number of pages. Can we sub with 70# book?

Yes.

5. B8.1 - 2018 Open Enrollment Forms - paper specs are for 24lb Offset. Is this 24lb bond and can we sub with 60# Book?

Yes to both questions.

6. The RFP references a MO Cafe Guide that will be provided for one of the packets. Do you have the specs on that so we can know if it's going to be machine insertable or not?

For an example of the specs for the MO Cafe guide, please see the 2017 guide on the MO Cafe website. https://webdocs.asiflex.com/Mocafe/enrollment/Enrollment_Guide.pdf