

RFB NO. 2018-45

Request for Bid Annual Enrollment Benefit Communications Fulfillment Service

The Public Employee Benefits Cooperative of North Texas

October 05, 2018

Responses Due: October 19, 2018

TABLE OF CONTENTS

1.	OV	/ERVIEW	3 - 5
	A.	GENERAL REQUIREMENTS / CONFIDENTIALITY / GENERAL INFORMATION	3 - 4
	В.	PEBC ORGANIZATION	4
	C.	PROJECT SUMMARY AND REQUIREMENTS	4 - 6
	D.	CONTRACTOR OVERSIGHT	6
2.	PR	OPOSAL RESPONSE AND REQUIREMENTS6	- 11
	A.	SUBMISSION REQUIREMENTS	6
	B.	SCHEDULE OF EVENTS	6 - 7
	C.	MAILING AND INQUIRIES	7
	D.	PROPOSAL SUBMISSION	7 - 9
	E.	CRITERIA FOR EVALUATION	9
	F.	RFB EVALUATION PROCESS	9
	G.	TERMS AND CONDITIONS9	- 11
3.	QUI	ESTIONNAIRE12	- 14
	A.	GENERAL INFORMATION12	- 13
	B.	REFERENCES	- 14
4.	REC	QUIRED FORMS / PROVISIONS15	- 23
	A.	CERTIFICATIONS OF OFFEROR	16
	В.	CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST	. 17
	C.	FAIR BUSINESS PRACTICES	18
	D.	CERTIFICATION OF GOOD STANDING TEXAS CORPORATE FRANCHISE TAX CERTIFICATION	18
	E.	HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES	19
	F.	ATTEST TO ATTACHMENTS OF CERTIFICATION	20
	G.	SIGNATURE PAGE	21
	Н.	DEFICIENCIES AND DEVIATIONS FORM	22

I.	DISCLOSURE OF THIRD-PARTY PAYMENTS	23
.1	EXHIBIT 1 – TARGET DATES, PROJECT SPECIFICATION AND PRICING SHEET 24	_ 29

This Table of Contents is intended as an aid to contractors and not as a comprehensive listing of the proposal package. Contractors are responsible for reading the entire proposal package and complying with all specifications. The terms "Vendor" and "Contractor" can be used interchangeably in this RFB.

The Public Employee Benefits Cooperative of North Texas (PEBC) intends to evaluate Bid Responses for annual enrollment benefit communications fulfillment services.

Bid Responses will be accepted <u>until 3:00 P.M. CDT. Friday. October 19. 2018.</u> See Section 2 of this document for Proposal Response Requirements.

We would appreciate your immediate review of these specifications and your confirmation as to whether you will be submitting a proposal prior to your delivery of such proposal.

1. GENERAL REQUIREMENTS

1A. GENERAL INFORMATION

• Confidential Status – Disclosure of Proposal Contents. Information presented in the RFB, including information which is subsequently disclosed by the PEBC during the RFB process, will be considered strictly confidential. All parties involved are expected to treat this information in a professional manner. Information should not be released to parties external to the proposing contractor without the express written consent of the PEBC.

Unless required to release such information by applicable law or court order, Bid Responses submitted by organizations will be deemed confidential until any announcement regarding the selection or rejection of a proposal has been made. However, once a proposal has been received, it becomes subject to release in accordance with the provisions of Chapter 552 of the Texas Government Code (The Public Information Act, "the Act"). In order to permit the responding vendor to protect confidential information submitted by the vendor in support of a proposal, the responding vendor must conspicuously label any information it believes to be exempt from disclosure under the Act as "Confidential Proprietary Information." The responding vendor acknowledges and agrees that the PEBC, PEBC Employer Groups and NCTCOG shall have no liability to the responding vendor or any other person or entity for disclosure of information in accordance with the Act. It is the responding vendor's sole obligation to advocate the confidential or proprietary nature of any information it provides in its proposal.

Responding vendors should understand and be aware that the Texas Attorney General may determine that all or part of the claimed confidential or proprietary information should be disclosed. The PEBC shall not advocate the confidentiality of the responding vendor's material to the Texas Attorney General or to any other person or entity. For the purpose of asking the Attorney General to determine whether an exception to disclosure exists for information a vendor deems to be proprietary, PEBC will submit to the Attorney General only that information the vendor has specifically labeled "Confidential Proprietary Information."

- Centralized Primary Contact. The Executive Director of the PEBC (or Executive Director's
 designee) serves as the primary contact for all external vendor/contractor contracts and
 relationships. As such, the Executive Director of the PEBC (or the Executive Director's designee)
 must be the sole contact regarding any potential Bid Responses or outstanding work. Contact
 with any PEBC Member Group directly is strictly prohibited.
- Purchase Order and Invoice. The North Central Texas Council of Governments (NCTCOG), on behalf of the PEBC, will issue a purchase order to the successful contractor for delivery of services as described in this RFB. Together with the terms and conditions of this RFB and the contractor's proposal, the purchase order will serve as the contract between the successful contractor and NCTCOG.

Following completion of the project, payment will be issued no later than 30 days following receipt of an accurate and detailed invoice. Invoice must be submitted to the PEBC Executive Director.

- Use of PEBC Data. PEBC Employer Group data is the property of the applicable PEBC Employer Group. The selected vendor must specifically agree that it shall never use any information about PEBC employees, retirees, or covered dependents for any marketing purpose or to solicit other business of any type, or for any purpose beyond the fulfillment and mailing of documents as pursuant to this RFB. This prohibition extends to the provision of lists of PEBC Employer Group employees or retired employees to a parent or subsidiary and any other third party. This prohibition applies to information in any form, and this prohibition applies even after conclusion of this project.
- One Itemized Proposal Required. The proposal may not be divided into sections or bid by multiple contractors. This does not prohibit sub-contracting. One proposal, inclusive of all requested services, must be submitted. The successful contractor will serve as the "Project Director."

The proposal must be itemized by service as requested on Exhibit 1. Failure to itemize the proposal may result in disqualification of the proposal.

- Tax Exempt. The NCTCOG and all entities comprising the PEBC are local governmental entities and are exempt from all city, state, and federal sales and use taxes.
- Quality. All work performed pursuant to an award under this RFB, as herein shown under the
 specifications, shall be of the highest quality and shall in every respect meet or exceed the industry
 standards for this type service.

The successful contractor shall be fully responsible for the quality and accuracy of its work and the work of any subcontracted vendors. All services shall be rendered in a professional manner and by qualified personnel with expertise in any and all applicable and corresponding work. No award will be made until after investigations have been made as to the qualifications of proposers.

- Assignment. The successful proposer may not assign its rights and duties under an award without
 the written consent of the PEBC. Such consent shall not relieve the assignor of liability in the event of
 default by its assignee.
- **Experience Required.** The contractor shall have a minimum of two years fulfillment operations and printing experience specific to annual enrollment benefit communications.
- Additional Proposal Information.
 - Due to difficult deadlines and contingencies which could affect this project, the contractor should be prepared to work extended hours, including weekends. Submitted pricing must be inclusive of such costs.
 - Contents of the proposal and any clarification thereto submitted by the successful contractor shall become part of the contractual obligation. All Bid Responses become the property of the PEBC and will not be returned to the contractor.
 - It is the responsibility of the proposers to bring attention to any conflicts or deviations from these specifications.
 - The PEBC reserves the right to request additional documentation from responding contractors, and contractors agree to provide the information requested.
 - The PEBC reserves the right to change quantities and print methods (print/duplication) with applicable cost adjustment, provided PEBC agrees to such adjustment with advance written approval.

1B. PEBC ORGANIZATION

The Public Employee Benefits Cooperative of North Texas (PEBC) is a coalition established through an interlocal agreement among Dallas County, Tarrant County, Denton County, the North Texas Tollway Authority (NTTA), and Parker County (collectively, the PEBC Employer Groups). On behalf of its member governments, the PEBC serves as the Plan Administrator and centralized administrative resource.

The PEBC is governed by a Board of Governors and is administered under the direction of the PEBC Executive Director. This RFB is jointly administered through the NCTCOG and the PEBC.

1C. BEST VALUE PROJECT SUMMARY AND REQUIREMENTS

This project is a critical, time-sensitive project with multiple requirements including annual enrollment benefit communications fulfillment services and certain printing services described in Exhibit 1. The awarded

contractor serves as the "Project Manager" and works directly with the PEBC Executive Director (or Executive Director's designee) on every aspect of the project. Frequent communication with the PEBC and compliance with established deadlines is required. The potential for late-notice project deliverables exists. Proposing contractor should be prepared to work additional extended hours, evenings and/ or weekends to achieve deadlines.

Project specifications and itemized pricing information described in Exhibit 1 attached to this document. The contractor must insert pricing information as described on Exhibit 1 and return with contractor's response to this RFB.

Critical project components include, but are not limited to, correct insertion of documents, compliance with postal regulations, deadline compliance, quality, and critical printed material delivery according to specifications. Additional requirements include:

- 1. **Specific Prior Experience** Proposing contractor must have a minimum of two years verifiable prior experience in annual enrollment benefits/insurance fulfillment operations.
- References Three references must be provided with at least one of the references from an
 insurance/benefit fulfillment customer. Reference sheets must be completed and attached as part of the
 proposal.
- 3. Bid Responses Due Responses are due no later than 3:00 P.M., Friday, October 19, 2018.
- 4. Performance Guarantee: There are critical deadlines connected to this project. Failure to meet deadlines as noted will result in a penalty of 5% of the total project cost for each day beyond the applicable deadline date up to the total amount of the project. Any penalty amount will be deducted from payment of the final invoice. Contractor will not be assessed a penalty for delays attributable to customer subject to the remaining provisions of the RFB.
 - One total proposal is required, inclusive of all printing and fulfillment costs and incidental expenses. The bid must provide itemized costs with a separate cost associated for each. Failure to itemize the proposal costs as required may result in disqualification.
- 5. **Project Director** The contractor submitting this proposal is considered the "Project Director" and is responsible for accurate and timely printing, U.S. Postal Service compliance and completion of all project specifications.
- 6. Critical Printed Material Delivery In addition to mailing and delivery of final assembled enrollment packets, contractor will deliver additional printed materials to six DFW area locations located in Arlington, Dallas, Denton, Fort Worth, Plano and Weatherford. These materials are NOT printer discretion overprint materials. The additional materials must be delivered to each group as specified in this RFB. Additional printed materials must be delivered not later than 4:00 P.M., Wednesday, October 31, 2018. Please note: Envelopes must not be sealed. Timely and accurate delivery of the additional printed materials is an integral part of this project. Proof of delivery to each PEBC member site is required immediately following delivery and prior to any payment to contractor. Proof of delivery must include the name of the person who signed for the delivery, date, time, description of items and quantities.
- 7. **Proofs** Contractor will provide a hard-copy final proof of each printed document and obtain PEBC approval prior to proceeding with any print services connected with this project. Proof/change charges are not allowed. Electronic versions of final proofs are not acceptable unless authorized in advance by the PEBC Executive Director. The PEBC may perform press checks at its discretion.
- 8. Mock-up Prior to Fulfillment Contractor will provide a mock-up of each enrollment packet (5

Employee versions and 6 Retiree versions – total 11 versions) for final PEBC approval prior to commencement of fulfillment activities.

- PEBC Original Packet (each version) Requirements Contractor will provide the PEBC three (3) each
 of each version of the final assembled fulfilled packets no later than 3:00 P.M., Monday, October 29,
 2018. Please note: Envelopes must not be sealed.
- 10. Postage The postage permit of Contractor (or Contractor's designee) shall be used for mailing of Enrollment Packets. Postage cost is paid in advance of mailing provided an estimate of postal expenses is delivered to the PEBC Executive Director (detailed with estimated volume, weight by PEBC Group and Class AC, UR, RT) prior to affixing of postage costs on the mailing envelope. Postage expenses are not considered a part of this RFB. See Exhibit 1.E for additional postage information.
- 11. **NCOA** PEBC will provide Contractor with each PEBC group's mailing address list in advance of the mailing date. Address lists must be run through the National Change of Address (NCOA) database with results provided to the PEBC prior to printing addresses on the mailing envelope. Additional cost may not be passed to the PEBC for this service.

1D. CONTRACTOR OVERSIGHT

The Executive Director of the PEBC (or Executive Director's designee) serves as the primary contact for all external vendor/contractor contracts and relationships. As such, the Executive Director of the PEBC (or Executive Director's designee) must be the sole contact regarding any potential bids or outstanding work. Contact with any member entity directly is strictly prohibited.

2. PROPOSAL RESPONSE AND REQUIREMENTS

2A. SUBMISSION REQUIREMENTS

Your proposal should consist of only the answers to the questions in Section 3, completion of the required forms in Section 4, and completion of Exhibit 1. Please do not include extraneous marketing or other materials. The PEBC will consider all applicable factors in determining which proposal serves its interests connected to the annual enrollment benefits communications fulfillment process. The PEBC reserves the right to reject any, all, or part of the proposal, and to accept any advantage considered beneficial. The PEBC reserves the right to waive any information or minor technicalities or to accept any proposal deemed advantageous to it.

No agent of record, broker, or commissioned representative will be named for any contract, and any requests for such designation will be rejected. All Bid Responses must be submitted without any commissions payable to any agent or agency, broker or brokerage. Further, each proposing contractor must fully disclose payments to any individual(s) or company(ies) other than compensation paid to active regular direct employees of the contractor earned in the course of carrying out their regular duties in providing contracted services to the PEBC.

2B. MAILING AND INQUIRIES

Questions:

Interested contractors will have the opportunity to ask questions to clarify information found in this RFB through electronic correspondence. Questions must be submitted in written form via e-mail or fax, no later than 11:00 A.M. CDT, October 12, 2018 to:

Dolores Lewis, Executive Director E-mail: dlewis@pebcinfo.com

Questions received will be answered and responses will be sent to all interested contractors.

Interested contractors should NOT contact any of the member entities of the PEBC directly regarding this RFB.

No oral explanation in regard to the meaning of the proposal specifications will be made, and no oral instructions will be given before the award of the contract.

2D. PROPOSAL SUBMISSION

Bid Responses must be submitted with clear indications as to the name of the submitting company and contact person. All Responses must be received in a sealed envelope, clearly marked "PEBC Fulfillment Project - to be opened Friday, October 19, 2018 at 3:00 p.m. CDT in the Six Flags Conference Room.

All proposal response forms and questionnaires must be fully completed and included in your response. Detailed quantity, deadline and administration specifications have been provided, and any deviations or exceptions must be referenced in the designated response sheets.

Faxed or e-mailed responses are not acceptable and will not constitute delivery of your proposal.

Provide three (3) signed hard copy originals and an electronic version on USB (with your responses to the Questionnaire and other exhibits as requested in this RFB) and address as noted below.

Deliver your Responses to the first floor reception desk.

NCTCOG Attn: Craigan Johnson RFB 2018-45 Centerpoint Two Building 616 Six Flags Drive Arlington, TX 76011

It is the responsibility of the contractor to ensure all Bid Responses are received no later than **3:00 P.M. CDT** on **October 19, 2018.** Any proposal received after the date and/or hour set for proposal opening will be returned unopened. Respondents using U.S. mail or delivery services should take precautions to ensure that their proposal is received by the due date and time.

Alterations may be made before the official opening time provided such alterations are provided in writing and signed by the proposing company certifying authenticity. Bid Responses may be withdrawn at any time prior to the official opening with written notice.

Bid Responses may not be withdrawn after responses have been opened, and the contractor, in submitting the same, warrants and guarantees that its proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes, and that such proposal will not and cannot be withdrawn because of any mistake committed by the contractor.

Bid Responses shall be opened so as to avoid disclosure of contents to competing offerors and kept confidential during the process of negotiation. However, all responses that have been submitted shall be open for public inspection after contract award. After responses are opened, the responses will be evaluated on the basis given in the specifications and as shown in the proposal.

A public opening of the responses will be held <u>October 19, 2018, 3 P.M. CDT</u> at the North Central Texas Council of Governments (Six Flags Conference Room – 1st Floor), Centerpoint Two, 616 Six Flags Drive, Arlington, TX 76011. Only the names of the respondents will be read aloud. No other information concerning the proposal will be provided. Responses shall be opened so as to avoid disclosure of contents to competing vendors and kept confidential during the process of negotiation. However, all responses that have been submitted shall be open for public inspection after the contract is awarded. After responses are opened, the responses will be evaluated using the process and scoring criteria shown in this RFB.

Responses will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate responses, or irregularities of any kind. However, the PEBC reserves the right to waive any irregularities and to make the award in the best interest of the PEBC. Until final award of the contract, the PEBC reserves the right to reject any or all responses, to waive technicalities, or to proceed to contract for the services otherwise in the best interest of the PEBC. All responses submitted are subject to this reservation.

Responses may be rejected, among other reasons, for any of the following reasons:

- responses received after the time set for receiving responses as reflected on the cover page
- b. proposal containing any irregularities
- c. unbalanced value of any items
- d. improper or insufficient guaranty
- e. where the contractor, any subcontractor or supplier, or the surety on any bond given, or to be given, is in litigation with the PEBC or with Dallas County, Tarrant County, Denton County, the North Texas Tollway Authority (NTTA), or Parker County, or where such litigation is contemplated or imminent, in the sole opinion of the PEBC.

Contractors may be disqualified and their responses not considered, among other reasons, for any of the following specific reasons:

- a. belief that collusion exists among the contractors;
- the contractor being in arrears on any existing contract or having defaulted on a previous contract;
- c. lack of competency as revealed by pertinent factors, including, but not limited to, experience, a

- financial statement and questionnaires;
- d. insufficient resources, which in the judgment of the PEBC will prevent or hinder the prompt providing
 of additional services if awarded.

The PEBC and the NCTCOG will not be liable under any circumstances for any expenses incurred by any proposer in connection with preparation of a proposal or for any part of the RFB process. All responses become the property of the PEBC and will not be returned to the service provider.

2E. BEST VALUE EVALUATION FACTORS AND AWARD

- a. **Evaluation**: Bidders may furnish pricing for all or any portion of the solicitation (unless otherwise specified). However, NCTCOG and PEBC may evaluate and award a contract for any item or group of items shown on the solicitation, or any combination deemed most advantageous to NCTCOG and PEBC. Bids that specify an "all or none" award may be considered if a single award is advantageous.
- b. **Award**: NCTCOG and PEBC will award a contract to the bidder whose offer provides the best value for NCTCOG and PEBC, price and other factors considered.
 - b.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):
 - b.1 Purchase Price; 30 points available
 - b.2 Verified annual enrollment benefit communications fulfillment project experience; **25 points** available
 - b.3 References; 20 points available
 - b.4 Related project management experience and its applicability to this project, flexibility, ability to work extended hours and weekends, ability to meet deadlines, including those as a result of latenotice changes. Five additional points are added to the total before calculating the applicable weighted average score contributing to the maximum points for this section (30), and only for those who provide certification they are a minority owned business enterprise, a women-owned business enterprise or a disadvantaged business enterprise.; **25 points available**
- c. NCTCOG also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature.

2F. RFB EVALUATION PROCESS

Responses will be evaluated by the PEBC, and the PEBC will retain responsibility for the final selection of the contractor. Each contractor will be reviewed in the context of the PEBC's philosophy and objectives as shown above. The PEBC reserves the right to reject any and all bids for any reason at its sole discretion.

At the discretion of the PEBC, an on-site visit may be required as part of the evaluation. Once the PEBC has identified the successful contractor, all responders will be notified in writing via e-mail.

2G. TERMS AND CONDITIONS

- A. A response to this RFB does not commit the PEBC to a purchase agreement or contract, or to pay any costs incurred in the preparation of such response.
- B. Unless the contractor specifies in its proposal, the PEBC may award the contract for any items/services or group of items/services in the RFB.

- C. The PEBC reserves the right to hold and accept any proposal for a period of 90 days after the response deadline.
- D. The PEBC reserves the right to negotiate the final terms of any and all contracts with contractors selected, and such agreements negotiated as a result of this RFB may be re-negotiated and/or amended in order to successfully meet its needs.
- E. The PEBC reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. The PEBC will provide notifications of such changes to all contractors recorded in the official record (Distribution Log/Receipts Record) as having received or requested an RFB.
- F. The PEBC reserves the right to contact any individual, agencies or employers listed in a proposal, to contact others who may have experience and/or knowledge of the contractor's relevant performance and/or qualifications; and to request additional information from any and all contractors.
- G. The PEBC reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected. This may occur prior to, or subsequent to the award of a purchase agreement. Misrepresentation of the contractor's ability to perform as stated in the Bid Response may result in cancellation of the purchase agreement award.
- H. The PEBC reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- Contractors shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of the NCTCOG or the PEBC for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.
- J. No employee, officer or agent of the NCTCOG or the PEBC shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, exists.
- K. Contractors shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a contractor's bid to be rejected. This does not preclude joint ventures or subcontracts.
- L. All Bid Responses submitted must be an original work product of the contractors. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder as original work of the contractor is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be rejected.
- M. The only purpose of this RFB is to ensure uniform information in the selection of Bid Responses and procurement of services. This RFB is not to be construed as a purchase agreement or contract, or as a commitment of any kind, nor does it commit the NCTCOG or the PEBC to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by the PEBC.
- N. The contents of a successful proposal may become a contractual obligation, if selected for award of a contract. Failure of the contractor to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful contractor(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to the PEBC as a result of the contractor's failure to contract may be recovered from the contractor.
- O. A contract with the selected service provider may be withheld at the PEBC's sole discretion if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved.

Award of contract may be withdrawn by the PEBC if resolution is not satisfactory to the PEBC.

- P. Procurement Dispute Resolution Policy: the NCTCOG is the responsible authority for handling complaints or protests regarding the proposal selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority as may have proper jurisdiction.
- Q. At all times during the term of the contract, the contractor shall procure, pay for and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all subcontractors and sub-subcontractors performing work for which the same liabilities may apply under this contract to do likewise. The contractor may cause the insurance to be affected in whole or in part by the subcontractors of sub-subcontractors under their contracts. The PEBC reserves the right to waive or modify insurance requirements at its sole discretion.
 - 1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
 - 2. Commercial General Liability:
 - a. Minimum Required Limits:
 - \$1,000,000 per occurrence
 - \$1,000,000 General Aggregate
 - b. Commercial General Liability policy shall include:
 - (i) Coverage A: Bodily injury and property damage;
 - (ii) Coverage B: Personal and Advertising Injury liability;
 - (iii) Coverage C: Medical Payments
 - (iv) Products: Completed Operations
 - (v) Fire / Legal Liability
 - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas Department of Insurance
 - d. Attachment of Endorsement CG 20 10 additional insured
 - e. All other endorsements shall require prior approval by the PEBC.
- R. Once the PEBC has agreed upon selection(s), all contractors will be notified in writing of the results. Any protest regarding this process must be filed in accordance with the following procedure:

The NCTCOG would like to have the opportunity to resolve any dispute prior to the filing of an official complaint by the protester. The protester should contact the NCTCOG's Director of Administration at (817) 695-9121, P.O. Box 5888, Arlington, Texas 76005-5888, so that arrangements can be made for a conference between the NCTCOG and the protester. Copies of the appeal process will be made available to the protester.

S. The PEBC and NCTCOG expressly do not waive any applicable local, State and federal rules and laws, including Sovereign Immunity. Contractor covenants and agrees to indemnify and hold harmless the PEBC and NCTCOG, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

3. QUESTIONNAIRE

Be certain that all questions are answered completely and accurately. Include the question in your response. Please do NOT forward this RFB to other organizations. If the service you can provide involves subcontracting to or working through any other organizations, you must disclose all contractual relationships. If you are uncertain about this requirement, please err on the side of disclosing all information.

In responding to the following questions, please provide only information relative to this project. If your information reflects information other than what is requested, your proposal may be removed from consideration, since the PEBC will not be able to make a fair comparison of potential service contractors.				
Gene	eral Information			
1.	How long has your company been in business?			
	Response:			
2.	Have there been any recent changes in your organization's ownership structure or are any expected? If so, please describe them in detail and address the impact these changes may have related to the provision of services as described in this RFB.			
	Response:			
3.	As part of your response, please clearly identify the senior level person in your organization who would be assigned to the PEBC, as well as the key contact for working with the PEBC (if different), including their direct experience in annual enrollment benefit communications fulfillment and printing.			
	Response:			
4.	Describe your most recent experience in annual enrollment benefit communications fulfillment and printing coordination. If you served as the project manager, please indicate. Please include the year, customer name and project summary.			
	Response:			
5.	Describe your ability to remain flexible, to meet project deadlines, and to accommodate late-notice changes (such as elimination of a packet insert document and printing of a replacement document). Provide an example where you accommodated a late-notice critical change and the impact to the project.			
	Response:			

	6.	How does your organization distinguish itself from its competitors in providing the services requested in this RFB?
		Response:
	7.	Provide three references for services provided in similar situations. At least one reference must be from an annual enrollment benefit communications fulfillment project. Complete the reference information for each of the three references you provide. By responding to this request, the contractor (1) authorizes the PEBC to contact the customers listed below to discuss the services the contractor has provided for these customers; (2) authorizes the customers to provide such information to the PEBC; and (3) agrees to release the PEBC and its Employer Groups from any liability arising from the customer's actions in providing this information.
Refere	nce	1:
		Customer name and address: Response:
		 Contact person's name, title, e-mail address and telephone number: Response:
		Year performed: Response:
		 Volume produced including number of multiple versions (if applicable): Response:
		 Specific fulfillment, printing and/or mailing services performed: Response:
		If you were a contracted vendor/contractor (and not the lead contractor), provide the name, address and telephone number of the lead contractor: Response:
		 Was this project connected to an annual enrollment benefit communications fulfillmentproject? Response:
Refere	nce	2: • Customer name and address:

Response:

•	Contact person's name, title, e-mail address and telephone number: Response:
•	Year performed: Response:
•	Volume produced including number of multiple versions (if applicable): Response:
•	Specific fulfillment, printing and/or mailing services performed: Response:
•	If you were a contracted vendor/contractor (and not the lead contractor), provide the name, address and telephone number of the lead contractor: <i>Response:</i>
•	Was this project connected to an annual enrollment benefit communications fulfillmentproject? Response:
3:	Customer name and address: Response:
•	Contact person's name, title, e-mail address and telephone number: Response:
•	Year performed: Response:
•	Volume produced including number of multiple versions (if applicable): Response:
•	Specific fulfillment, printing and/or mailing services performed: Response:
•	If you were a contracted vendor/contractor (and not the lead contractor), provide the name, address and telephone number of the lead contractor: Response:
•	Was this project connected to an annual enrollment benefit communications fulfillmentproject? Response:

Reference

4. REQUIRED FORMS / PROVISIONS

All forms listed below must be signed and returned with your proposal in order for the proposal to be considered. Those forms marked as *(if applicable)* should be returned only if they apply to your proposal/organization.

- 1. Certifications of Offeror (P. 16)
- 2. Certification Regarding Disclosure of Conflict of Interest (P. 17)
- 3. Fair Business Practices (P. 18)
- 4. Certification of Good Standing, Texas Corporate Franchise Tax Certification (P. 18)
- 5. Historically Underutilized Businesses, Minority or Women-Owned or Disadvantaged Business Enterprises (*if applicable*) with a copy of HUB certification (P. 19)
- 6. Attest to Attachments of Certification, requires notarization (P.20)
- 7. Signature Page (P. 21)
- 8. Deficiencies and Deviations (if applicable), (P. 22)
- 9. Disclosure of Third-Party Payments (if applicable), (P. 23)
- 10. Exhibit 1 Segment 1 (P. 25)
- 11. Exhibit 1 Segment 2 (P. 28-29)
- 12. References (P. 12-14)

ATTACHMENTS AND CERTIFICATIONS

CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the Public Employee Benefits Cooperative of North Texas (PEBC), or any of its participating employer groups, or the North Central Texas Council of Governments (NCTCOG) has assisted in the preparation of this proposal. I certify that I am the				
Name of Firm:				
Signature of authorized person to sign on firm's behalf	 Date			
*******************	**********			

CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

The undersigned certifies that, to the best of his or her knowledge or belief, that:

"No employee of the Contractor, no member of the Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of Contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the resulting Contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the PEBC or NCTCOG, a permanent record of the transaction shall be retained.

Any executive or employee of the Contractor, an elected official in the area or a member of the PEBC or NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or Department. Supplies, tools, materials, equipment or services purchased with Contract funds shall be used solely for purposes allowed under the Contract. No member of the PEBC or NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents.

No officer, employee or paid consultant of the Contractor is a member of the PEBC or NCTCOG.

No officer, manager or paid consultant of the Contractor is married to a member of the PEBC or NCTCOG.

No member of PEBC or NCTCOG directly owns, controls or has interest in the Contractor.

The Contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the PEBC or NCTCOG receives compensation from the Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the participating PEBC employer group, fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the PEBC employer group as it relates to this contract.

nature of authorized person to sign on firm's behalf	Date
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FAIR BUSINESS PRACTICES

The undersigned certifies that, to the best of his or her knowledge or belief, that the proposer has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The proposer further affirms that no officer of the proposer has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

	Control of the Contro	- Date	
Signature	of authorized person to sign on firm's behalf	Date	
******	**************	**********	
	CERTIFICATION OF GOOD STANDING TEXAS CORPORATE FRANCHISE TAX CERTIF		
Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.			
ndicated statement in aterial breach of co	horized representative of the corporation making the offer s true and correct and that the undersigned understands the intract and is grounds for contract cancellation. tion that applies to your corporation:		
_	The Corporation is a for-profit corporation and certifies franchise tax payments to the State of Texas.	s that it is not delinquent in its	
	-	wise not subject to payment of	
	The Corporation is a non-profit corporation or is other franchise taxes to the State of Texas.	moo not oubject to paymont of	
Name of Firm:			

HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the RFB process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
http://www.window.state.tx.us/procurement/prog/hub/

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency 624 Six Flags Drive, Suite 100 Arlington, TX 76011 (817) 640-0606 http://www.nctrca.org/certification.html

Proposer must include a copy of its minority certification documentation as part of this RFB.

If your company is already certified, a copy of your certification must be returned with your proposal.

Indicate all that a	pply:	
	Historically Underutilized Business Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise	
Name of Firm:		
Signature	of authorized person to sign on firm's behalf	 Date

Attest to Attachments of Certification

Authorized Signature			
J			
Printed Name		Date	
Subscribed and sworn to befo	re me thisday of	. 20	
	(City),		(State)
<u> </u>			
SEAL			
			
Notary Public in and for	(County),		
State of			

SIGNATURE PAGE

The undersigned agrees this proposal becomes the property of the PEBC after the official opening.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 90 calendar days unless the contractor notes a different period.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this proposal has not been prepared in collusion with any other contractor, nor any employee of the PEBC, the NCTCOG, the Counties of Tarrant, Dallas, or Denton, Parker County nor the NTTA, and that the contents of this proposal have not been communicated to any other contractor or to any employee of the PEBC, the NCTCOG, the Counties of Tarrant, Dallas or Denton, Parker County nor the NTTA prior to the official opening of this proposal.

The contractor hereby assigns to purchaser any and all claims for overcharges associated with this proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 <u>et seq.</u>, and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, <u>et seq.</u>

The undersigned, being of management level, affirms and declares that they have read and understand the specifications and any attachments contained in this proposal package, and further affirms and declares that this proposal is executed and signed by contractor/proposer with full knowledge and acceptance of the provisions of the products or services described, proposed schedule and special needs and conditions as stated, which will be made of part of the contract.

NAME AND ADDRESS OF COMPANY:	AUTHORIZED RE	EPRESENTATIVE:
	Signature	
	Date	
Contact Name	Telephone	
Telephone		E-mail
FaxE-mail		
COMPANY IS:		
Business included in a Corporate Income Tax Return?	YES	NO
Corporation organized and existing under the laws of	the State of	<u>_</u>
Partnership consisting of		
Individual trading as		
Principal offices are in the city of		

DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements and/or provisions as outlined in this Request for bidss. Please reference the specific section, question and/or page number to which the deviation or deficiency applies. Unless specifically listed here, your proposal will be considered to be in FULL compliance with the RFB. Contractor assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFB stipulated must be fulfilled at no additional expense to the PEBC or the NCTCOG.

Name of Firm:	
Signature of authorized person to sign on firm's behalf	Date

DISCLOSURE OF THIRD-PARTY PAYMENTS				
Following is an itemization of parties who will receive payment from our company if we are the successful contractor. Please indicate the party involved (i.e., agent) and the amount of the proceeds each will receive if this proposal is successful.				
Name of Firm:				

Date

Signature of authorized person to sign on firm's behalf

EXHIBIT 1 TARGET DATES, PROJECT SPECIFICATION AND PRICING SHEET

SEGMENT I: FULFILLMENT (Final fulfillment map to be provided post-award.)

A. Target Task

The following table lists key task that should be completed.

Mailing envelope return address information to Contractor for mailing envelope proof preparation

Excel address list file to Contractor - run through NCOA database.

Excel file from Contractor to PEBC, showing NCOA exceptions and reason codes

Annual Enrollment Guide (AC version) to Contractor for Proof preparation

Final Excel address list file to contractor; run through NCOA again & mailing address inkjet

Annual Enrollment Guide (RT version) to Contractor for Proof preparation

External vendor supplied items delivered to fulfillment center (Segment I; Item C below)

PEBC final .pdf rate sheets and other items for Contractor print/duplication delivered to Contractor by this date (will be forwarded as completed throughout the month).

All version "mock-up" packets confirmed by this date

Enrollment packets postmarked and mailed - CRITICAL FINAL DATE

Provide three (3) each originals of each fulfilled, final envelope type to PEBC

Delivery of additional print materials and extra fulfilled, unsealed packets to each PEBC Group (5 locations).

CRITICAL FINAL DATE

B. Enrollment Packet Fulfilled Contents by Source - See Segment 2 for quantity and spec.

There are up to eight (8) different fulfilled packets in total. If the item is "global," that means the same document goes in each of the fulfilled packets. If the item is "unique," it means a different version goes into each of the fulfilled packets.

#	Vendor Printed Items (or Duplicated)	Global or	# of	Print Source
	AC=Active Employee; UR=Early Retiree; RT= Post 65 Retiree	Unique	Group	
	GLOBAL = Used for all classes (AC, UR, RT)	Version	Fulfilled	
	UNIQUE = Different version by group		Packets	
1	Enrollment Guide – Active Version	Global	5	Contractor
2	Enrollment Guide – Retiree Version	Global	3	Contractor
3	Packet Envelope – Active Version (return address difference	5 Unique	5	Contractor
	only)			
4	Packet Envelope – Retiree Version (return address difference	3 Unique	3	Contractor
	only)			
7	Rate Sheet – Active Version	5 Unique	5	Contractor
8	Rate Sheet – Early Retiree Version	1 Unique	1	Contractor
9	Rate Sheet – Retiree Version	4 Unique	3	Contractor
10	Express Scripts Drug List	Global	8	Contractor
11	Enrollment Form – Active Version	2 Unique	2	Contractor
12	Enrollment Form – Retiree Version	3 Unique	3	Contractor
13	Letter – Active Version	5 Unique	5	Contractor
14	Letter – Retiree Version	3 Unique	3	Contractor

15	Spouse Surcharge Flyer/Affidavit	Global	5	Contractor
16	EAP Quad-fold brochure	Global	5	3 rd Party Supplied
17	Retiree Materials	Global	3	3 rd Party Supplied

C. Delivery of Additional Items to each PEBC Member Group

Delivery of additional fulfilled packets (identical to mailed versions, but unsealed and without postage) are a critical part of the project. PEBC will provide delivery instructions post award. Proof of delivery to each PEBC member site is required prior to payment to contractor. Proof of delivery must include the name of the person who signed for the delivery, date, time, and must include an itemized description with quantity of each item delivered.

D. Packet Count

Important Note: This chart illustrates assembled/fulfilled packets only. Totals shown below include the five (5) each of each packet type to be delivered to PEBC. The information below represents a close estimate as of the date this RFB is released. Totals below do not include extra materials that must be delivered to each group (see Segment 2 for print totals).

#	Estimated Total Packets = 18,674 (Active and Retiree, Mailed plus Extra Packets not mailed Includes PEBC 3 Each) Extra packets must be unsealed.	AC-Active EE Envelopes		RT-Retiree Envelopes	
		Mail	Extra	Mail	Extra
			Packets		Packets
1	Dallas County	5,959	503	922	203
2	Denton County	1,627	203	317	103
3	Tarrant County	4,108	503	1,185	203
4	Parker County	420	78	N/A	N/A
5	North Texas Tollway Authority (NTTA)	752	203	N/A	N/A
	TOTALS	14,200	1,490	2,475	509

E. Postage and Mailing Requirements

- 1. NCOA database verification required as described in this RFB.
- 2. Mail first-class, presorted, with contractor's (or contractor's designee permit postage) imprinted.
- 3. The PEBC will provide postage fund check in advance of mailing provided an estimate of postal expenses is delivered to the PEBC Executive Director (detailed with estimated volume, weight by PEBC Group and Class (Active and Retiree) at least 48 hours in advance of affixing postage costs onto the mailing envelope.
- 4. Contractor must supply the PEBC with U.S. Post Office "Proof of Mailing" document for each PEBC Group and Class Active and Retiree).
- 5. Final postage receipt showing actual postage volume and cost by group.
- 6. Contractor will invoice or refund underpayment/overpayment postage amounts via the PEBC final invoice.
- 7. Postage cost is not considered part of this RFB.
- 8. Mailed packets must be mailed and postmarked from the Dallas/Fort Worth (North Texas) area on or before October 30, 2017. Mailing from and/or out-of-area postmarks are not allowed.

SEGMENT 1: FULFILLMENT SERVICE COST	(WITHOUT POSTAGE)	\$	
CECIMENT 1. 1 CENTENT CENTRICE COCT	(WITHOUT I COLACE)	Ψ.	

SEGMENT 2: PRINTING

Pricing must include print direction, multiple and final proof opportunities including final blue line and color match proof, and all other incidental costs associated with the items listed below. Original artwork in both paper and electronic versions shall be returned to the customer no later than 10 days following completion of project and before payment is issued. Contractor must provide a hard-copy proof of any print document and obtain written PEBC approval of that proof prior to production. Electronic versions of final proofs are not acceptable unless authorized in advance by the PEBC Executive Director. The PEBC may perform press checks at its discretion. Proof charges cannot be passed on to the customer. Proofs are required. Pricing must be based on the specified paper. If an equivalent paper is substituted, two samples of each equivalent paper must be enclosed with the proposal and disclosed on the DEFICIENCIES AND DEVIATIONS FORM.

Unless otherwise noted or on artwork, text prints black

1. Enrollment Guide – Active Employee Version Plan Year 2019

	•				
Cuctomor Conv	/Artwork in CS6 o	~ IDMI			
Customer Copy	AILWOIK III COO O	I IDIVIL.			
, ,					

- 62 pages + cover (inside cover prints with photo/text): 17" x 11" flat, 8.5" x 11" finished; full bleed
- □ Cover (outside front): 80# Endurance Gloss Stock (or equivalent), full-color process
- Cover (outside back): 80# Endurance Gloss Stock (or equivalent), two PMS(tba)
- Cover (inside front/back) prints black + full-color process + 2 PMS (tba)
- ☐ Inside Pages: 80# Endurance Dull; full-color process and 2 PMS (tba); most pages bleed
- □ Score cv, fold, saddle stitch□ Total Quantity: 15.690

Enrollment	Cuida	A of its	Emn	101100	lordian	Dia
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2. Enrollment Guide, Retiree Version Plan Year 2019

Customer Copy/Artwork in CS6 or IDML

- 62 pages + cover (inside cover prints with photo/text): 17" x 11" flat, 8.5" x 11" finished; full bleed
- Cover (outside front): 80# Endurance Gloss Stock (or equivalent), full-color process
- Cover (outside back): 80# Endurance Gloss Stock (or equivalent), two PMS(tba)
- Cover (inside front/back) prints black + full-color process + 2 PMS (tba)
- ☐ Inside Pages: 80# Endurance Dull; full-color process and 2 PMS (tba); most pages bleed
- ☐ Score cv, fold, saddle stitch
- Total Quantity: 2.984

Enrollment Guide - Retiree Version Bid:

•			
\$			

3. Packet Envelope

- 9" x 12" 28# Seville Booklet Envelope (or equivalent white wove envelope)
- ☐ See chart below for volume by version type.
- □ Total Envelopes = 18,674 (Active Version = 15,690+ Total Retiree Version = 2,984)

#	Envelope by Addressee Type	Envelope Active EE (AC)	Envelope Retiree (AC)
	Eight Versions Total 15,323		
1	Dallas County	5,959	922
2	Denton County	1,627	317
3	Tarrant County	4,108	1,388
4	Parker County	420	N/A
5	North Texas Tollway Authority (NTTA)	752	N/A
	TOTAL	15,690	2984

	Totals include 3 each of each version to be delivered	to PEBC.				
	The information below represents a close estimate as	of the RFB releasedate.				
	Must be suitable to allow for addressee name printed	via laser or inkjet.				
	envelope (copy to be provided).					
	Postage indices to print on envelopes used for mailing packets only; no postage indices on envelopes which are fulfill only (not mailed) or on additional print materials.					
	Envelope artwork prints in non-address area on front (tba). Addressee from electronic file provided in Exce		(laser or inkjet) PMS			
	Envelopes are for packet assembly and mailing with e with delivery instructions.	extra quantities delivered to eac	ch entity in accordance			
•	First class pre-sort required prior to mailing and in acc Contractor's (or contractor's designee) mailing permit		lations.			
	Envelope Bid Active Employee Version:	\$				
	Envelope Bid Retiree (Retiree) Version:	\$				
	TOTAL Envelope Bid:					
			\$			
Ra	te Sheet – Active Employee					
	5 unique versions totaling quantity below (refer to Seg	gment 2, #3 for detail)				
•	Prints 1 page, 2 side, 8.5" x 11"					
	70# Accent Opaque or equivalent paper, text					
	Customer supplied high-resolution PDF electronic file					
	PEBC logo art to be sent separately as EPS to be dropped in					

4.

		Test files and proofs required prior to printing Total Quantity: 15.690	
		Rate Sheet – Active Employee Total Bid:	\$
5.	Rat	te Sheet – Retiree Five versions totaling quantity below (refer to Segment 2, #3 for detail) Each prints 1 page, 2 side, 8.5" x 11" 70# Accent Opaque or equivalent paper Customer supplied high-resolution PDF electronic file PEBC logo art to be sent separately as EPS to be dropped in Test files and proofs required prior to printing Total Quantity: 2.984	
		Rate Sheet – Retiree Total Bid:	\$
6.	•	Prints 1 page, 2 side, 8.5" x 11" 70# Accent Opaque or equivalent paper, text Customer supplied high-resolution PDF electronic file Prints black with one PMS Test files and proofs required prior to printing Total Quantity: 18.674	
		Drug List - Total Bid:	\$
7.	Enr	Two unique versions Prints 1 page, 2 side, 8.5" x 11" 70# Accent Opaque or equivalent paper, text Customer supplied high-resolution PDF electronic file PEBC logo art to be sent separately as EPS to be dropped in Test files and proofs required prior to printing Total Quantity: 1.681	
		Enrollment Form Active - Total Bid:	\$
8.	Er • •	Three unique versions Prints 1 page, 2 side, 8.5" x 11" 70# Accent Opaque or equivalent paper, text Customer supplied high-resolution PDF electronic file. PEBC logo art to be sent separately as EPS to be dropped in Test files and proofs required prior to printing Total Quantity: 2.984	
		Enrollment Form Retiree - Total Bid:	¢

9. Letter - Active

	SEGMENT 1 FULFILLMENT SEGMENT 2 PRINTING TOTAL BID	\$ \$ \$			
SUMMARY - BID TOTALS:					
SEGMENT 2: PRINTING COST TOTAL:			\$		
	Spouse Surcharge/Affidavit - Total Bid:		\$		
 Prints 1 page, 2 side, 8.5" x 11" 70# Accent Opaque or equivalent paper, text Customer supplied high-resolution PDF electronic file. PEBC logo art to be sent separately as EPS to be dropped in Test files and proofs required prior to printing Total Quantity: 18.674 					
•	Three unique versions Prints 1 page, 2 side, 8.5" x 11" 70# Accent Opaque or equivalent paper, text Customer supplied high-resolution PDF electronic PEBC logo art to be sent separately as EPS to be Test files and proofs required prior to printing Total Quantity: 2.984 Letter Retiree - Total Bid:		\$		
	Letter Active - Total Bid:		\$		
•	Five unique versions Prints 1 page, 2 side, 8.5" x 11" 70# Accent Opaque or equivalent paper, text Customer supplied high-resolution PDF electronic PEBC logo art to be sent separately as EPS to be Test files and proofs required prior to printing Total Quantity: 15.690				