


1. Contract Number DCHBX-2023-C-0002		2. Effective Date October 1, 2022		3. Requisition/Purchase Request/Project No.		Page 1 of 10	
4. Name and Address of Contractor: Immediate Mailing Services, Inc. 245 Commerce Blvd Liverpool, NY 13088 Tel-315-437-4189 Email: MVanderpool@IMSdirect.com				5. Delivery Address: DC Health Benefit Exchange Authority 1225 "I" Street, NW, 4 th Floor Washington, DC 20005			
				6. Contractor shall submit all invoices to: Via electronic format through the DC Vendor Portal, https://vendorportal.dc.gov			
7. Reserved for future use				8. Accounting and Appropriation Data			
9A. Item	9B. Supplies/Services	9C. Quantity	9D. Unit	9E. Unit Price	9F. Total		
	Printing and Mailing Services				NTE \$330,000.00		
Contracting Officer will Complete Item 10 or 11 as Applicable: Item 10 is Applicable							
<input checked="" type="checkbox"/> 10. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<input type="checkbox"/> 11. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) The Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
12A. Name and Title of Signer (Type or print) Mark Vanderpool, President				13A. Name of Contracting Officer Kenneth Wallington			
12B.  (Authorized Representative's Signature)		12C. Date 8/01/2022		13B. District of Columbia <i>Kenneth Wallington</i> (Contracting Officer's Signature)		13C. Date 9/30/2022	

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The District of Columbia Health Benefit Exchange Authority (HBX)- the agency that administers DC Health Link-requires Immediate Mailing Services, Inc. to print and mail notices and other documents to employers and consumers related to health insurance in various languages. DC Health Link is the District of Columbia’s online health insurance marketplace program established under the Patient Protection and Affordable Care Act (ACA).
- B.2** This is a requirement type contract with Fixed Unit Prices.
- B.2.1** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders
- B.2.2** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, E.5. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- B.2.3** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

Clin	Item Description	Estimated Annual quantity	Price per page 1 side	Price per page side 2 sided	Price per copy 1-3 pages double sided	Price per copy 1-8 pages double sided	Price per copy 1-15 pages double sided	Price per copy 1-28 pages double sided	Postage for 1 page	Postage for 1-3 pages double sided	Postage for 1-8 pages double sided	Postage for 1-15 pages double sided	Postage for 1-28 pages double sided

Immediate Mailing Services -Printing and Mailing Services

DCHBX-2023-C-0002

0001	Various Consumer Notices for DC individuals and SHOP Black and White 8.5"x11", 20lb white Color Logo (see Attachment A templates and log)	250,000	.25	.0325	.325-.40	.325 to .77	.325-1.27	.325-2.21	.491	.491	.491	.491	.491-4.08
0002	Various Consumer Notices for MA SHOP Black and White 8.5"x 11", 20lb white Color Logo (see Attachment B-templates and logo)	30,000	0.325	0.325	.325-.40	.325 to .77	.325-1.27	.325-2.21	.491	.491	.491	.491	.491-4.08
0003	Post Cards for consumers on as needed basis Size: 4x6 inches Paper :100lb gloss/must ensure paper quality is able to take continuous tone without see through, and that ink color can sink in. Printing :4/4	(request as needed based on new initiatives)	0.30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	color with bleed on all 4 sides Colors (Digital, no spot colors, though we do have continuous tone cover colors on designs.) Sort/Seal/Tie/Tray file Processing Postage: First Class (see Attachment C post card sample)												
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B.4 District of Columbia law requires at least 35% of the dollar volume of contracts in excess of \$250,000 (cumulative total including the base year and any option years) to be subcontracted to certified small business enterprises. (See D.C. Code § 2-218.46). A prospective contractor who is required to subcontract by law must submit a notarized statement detailing any subcontracting plan required by D.C. Code §2-218.46.

SECTION C

SPECIFICATION/STATEMENT OF WORK

C.1 SCOPE

C.1.1 The DC Health Benefit Exchange Authority (HBX) requires the Contractor to print and mail notices and other documents to consumers and businesses related to health insurance in various languages. The DC Health Link system uses software that generates notices in PDF format for both its individual and DC Small Business Health Options Program (SHOP) markets. The Contractor will be responsible for printing and mailing for DC related business and for Massachusetts SHOP related business. The Contractor is responsible for providing separate monthly invoices to HBX for DC related work and Massachusetts related work.

C.2 REQUIREMENTS

C.2.1 The Contractor shall identify a retrieval method system (i.e. File Transfer Protocol (FTP) server or similar file transfer method). The Contractor shall obtain access to the FTP or similar file transfer method and shall provide HBX with appropriate access. Unless HBX determines otherwise, notices will be transmitted to the successful Contractor electronically through the FTP server or similar file transfer method approved by HBX for merging, printing, and mailing to the consumer.

C.2.2 The Contractor shall retrieve notices on a nightly basis, Monday through Friday after 10:00 PM and shall prepare and mail the notices to the relevant consumer or employer by 3:00 PM the **next business day**. In the event of a delay the contractor must provide notice as soon as they are made aware of delay.

C.2.3 The Contractor shall mail notices based on approximately fifty (50) separate consumer notice templates (See Attachment A) detailing different types of application, eligibility, and enrollment information. These notices can range from 1- 28 double-sided pages in length and total approximately 300,000 separate pieces of mail per year.

C.2.4 The Contractor shall mail notices based on approximately fifty (50) separate consumer notice templates that are cost allocated between two different agencies- HBX and the DC Department of Human Services (DHS) detailing different types of application, eligibility, and enrollment information. These notices can range from 1- 28 double-sided pages in length and total approximately 120,000 separate pieces of mail per year (See Attachment A). HBX, in coordination with the Contractor, will assign a unique identifier to each notice that delineates the specific cost allocation. The Contractor must use the approved identifier when submitting invoices to HBX.

C.2.5 The Contractor shall mail notices based on twenty (20) notice templates (generally in September, October, and December) for annual coverage renewals (total of approximately 30,000 pieces of mail in each of these monthly mailings. These notices range from 6-8 double-sided pages in length) (See Attachment A).

C.2.6 The Contractor shall mail notices based on one (1) 1095-A notice template at the end of January that includes important consumer tax information (total of approximately 25,000 pieces of

mail. Notices are approximately 3 double-sided pages in length). In addition, we expect approximately 500 notice corrections to be printed after the initial mailing. These would each be approximately 3-5 double-sided pages in length (See Attachment A).

- C.2.7** The Contractor shall mail catastrophic coverage notices totaling approximately 1,000 pieces of mail per year. Catastrophic coverage notices are approximately 3 double-sided pages in length (See Attachment A).
- C.2.8** The Contractor shall mail voter registration notices totaling approximately 10,000 pieces of mail per year. Voter registration notices are approximately 3 double-sided pages in length and mailings would occur either on a monthly or quarterly basis, as determined by HBX (See Attachment A).
- C.2.9** The Contractor shall mail monthly invoices to small business employers who offer coverage to employees through DC Health Link's SHOP (DC ONLY). Total of approximately 6,000 pieces of mail monthly. Invoices are approximately 4-8 double-sided pages in length (See Attachment A).
- C.2.10** The Contractor shall mail monthly late notices to small business employers who offer coverage to employees through DC Health Link's SHOP. Total of approximately 4,000 pieces of mail monthly. Late notices are approximately 2 double-sided pages in length (See Attachment A).
- C.2.11** The Contractor shall mail notices for termination due to non-payment to DC SHOP employers and employees. Total of approximately 300 pieces of mail per year. Notices are approximately 1 double-sided page in length (See Attachment A).
- C.2.12** The Contractor shall mail monthly invoices to small business employers who offer coverage to employees through the Massachusetts Health Connector. Total of approximately 2,000 pieces of mail monthly. Invoices are approximately 4-8 double-sided pages in length. (See Attachment A)
- C.2.13** The Contractor shall mail monthly late notices to small business employers who offer coverage to employees through the Massachusetts Health Connector. Total of approximately 400 pieces of mail monthly. Notices are approximately 1 double-sided page in length (need to review template to confirm length) (See Attachment A)
- C.2.14** The Contractor shall mail additional notices and correspondence as required by HBX, not enumerated above, including but not limited to correspondence to small business employees, and individuals and families receiving health coverage through DC Health Link and Massachusetts Health Connector.

- C.2.15** The Contractor shall provide color paper options for inserts as requested by HBX. If inserts are requested, HBX will send the contractor the information through the server to include the insert in a batch job for the identified notice.
- C.2.16** The Contractor shall print and mail post-cards as requested by HBX.
- C.2.17** The Contractor shall ensure sufficient postage is included with each mailing. Postage costs must be included in monthly invoices. HBX will not pre-pay postage.
- C.2.18** The Contractor shall differentiate the specific cost allocation of each notice on all invoices and reports that are submitted by Contractor to HBX. HBX, in coordination with the Contractor, will assign a unique identifier to each notice that will ensure that the correct stakeholder responsible for payment is identified. The Contractor must use the approved identifier when submitting these invoices to HBX. Contractor shall separate the cost-allocation and attribute the appropriate cost to each agency on each invoice, in a manner that has been approved in advance by HBX.
- C.2.19** The Contractor shall provide monthly reports to HBX to include the following information for DC related business:
- i) Total number of notices printed per month
 - ii) Number of notices printed per month, by notice name;
 - iii) Number of notices printed per month by agency responsible for payment (HBX or DHS) Other reports requested
- C.2.20** The Contractor shall provide monthly reports to HBX to include the following information for Massachusetts related business:
- i) Total number of notices printed per month
 - ii) Number of notices printed per month, by notice name;
 - iii) Number of notices printed per month by agency responsible for payment (HBX or DHS) Other reports requested

SECTION D

PERIOD OF PERFORMANCE AND DELIVERABLES

TERM OF CONTRACT

The term of the contract shall be from October 1, 2022 to September 30, 2023.

D.1.1 The total duration of this contract shall be one year.

D.1 DELIVERABLES

Section	Description of Services	Delivery Date
C.19	HBX reports	Monthly
C.20	MA reports	Monthly

The Contractor shall submit to HBX, as a deliverable, the report described in section 14 of HBX Standard Contract Provision 2016 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to HBX Standard Contract Provision.

SECTION E

CONTRACTING OFFICER AND CONTRACT ADMINISTRATOR

E.1 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of HBX only by contracting officers. The contact information for the Contracting Officer is:

Kenneth Wallington
Contracting Officer
DC Health Benefit Exchange Authority
1225 "I" Street, NW, 4th Floor
Washington, DC 20005
Office - 202-741-0846
kenneth.wallington@dc.gov

E.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)

E.2.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

E.2.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CO.

E.2.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

E.3 CONTRACT ADMINISTRATOR (CA)

E.3.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

E.3.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

E.3.1.2 Coordinating site entry for Contractor personnel, if applicable;

E.3.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

E.3.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the HBX payment provisions; and

E.3.1.5 Maintaining a file that includes all contract correspondence, modifications, records, of inspections (site, data, equipment) and invoice or vouchers.

E.3.2 The address and telephone number of the CA is:

Grizelda Mejia
Contract Administrator
1225 I ST NW, 4th Floor
Washington, DC 20005
(202)-741-7678
Grizelda.mejia2@dc.gov

E.3.3 The CA shall **NOT** have the authority to:

1. Award, agree to, or sign any contract, deliver order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

E.3.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to HBX, to take all corrective action necessitated by reason of the unauthorized changes.

E.4 INVOICE SUBMITTAL

E.4.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov> .

E.4.1.2 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable order number which is listed on the Contractor's profile.

E.5 ORDERING CLAUSE

E.5.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

E.5.2 All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.

E.5.3 Orders may be issued by facsimile or by electronic commerce methods.

SECTION F
ATTACHMENTS

F.1 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated in the contract by reference and made a part of the contract in the following order of precedence:

1. Contract DCHBX-2023-C-0002 with Attachments
2. HBX Standard Contract Provision 2016

F.2 ATTACHMENTS

The following attachments are incorporated and made part of the solicitation.

F.3.1	HBX Standard Contract Provisions 2016
F.3.2	US. Department of Labor Wage Determination No.: 2015-4281, Revision No. 24, dated 06/27/2022
F.3.3	Way to Work Amendment Act of 2022 - Living Wage Notice Way to Work Amendment Act of 2022 - Living Wage Fact Sheet Agreement
F.3.4	Attachment A – List of Notices
F.3.5	Subcontracting Plan
F.3.6	First Source Employment Agreement
F.3.7	EEO Policy Statement
F.3.8	Bidder-Offeror Certification form
F.3.9	HIPAA Business Associate Agreement
F.3.10	Exchange Privacy Security Compliance Addendum