REQUEST FOR PROPOSALS
FOR
PHARMACY CONSULTING SERVICES
For the MoDOT & MSHP Medical Plan
RFP # 6-160707LK

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<td>CMS</td>
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<td>Employer Group Waiver Plan</td>
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<td>MHTC</td>
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<tr>
<td>RFP</td>
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INTRODUCTION

This Request For Proposals (RFP) seeks proposals from qualified firms (Offerors) to furnish the described services to the Missouri Highways and Transportation Commission (MHTC or Commission) and its operating arm, the Missouri Department of Transportation (MoDOT). Proposals in the required format provided for in this RFP must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be received on or before 2:00 PM, Central Time, July 7, 2016, at the office of the RFP Buyer of Record:

Leann Kottwitz, CPPB
Senior General Services Specialist
Missouri Department of Transportation
Central Office General Services
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO  65109
Email: Leann.Kottwitz@modot.mo.gov

All documents must be sealed and should be clearly marked “PHARMACY CONSULTING SERVICES – MoDOT & MSHP Medical Plan”.

This RFP is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations (7 CSR 10-11).

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.
PROPOSAL SUBMITTAL CERTIFICATION BY OFFEROR

(1) The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this RFP.

(2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

(3) By submission of this proposal, each Offeror and each person signing on behalf of any Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:

(A) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or any competitor; and

(B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and

(C) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(D) The Offeror certifies that this proposal is made without any connection with any other person/firm/organization/business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.

Authorized Signature of Offeror: ___________________________________________________

Date of Proposal: ___________________________________________________________________

Printed or Typed Name: ______________________________________________________________

Mailing Address: ___________________________________________________________________

City: _____________________________ State: _____________________________ Zip: ____________

Telephone: ________________________ Fax: ______________________________________________

Electronic Mail Address: ______________________________________________________________

_________________________________________________________________________________
SECTION 1:
GENERAL DESCRIPTION AND BACKGROUND

(A) Request for Proposal: This document constitutes a RFP from prospective qualified Offerors to provide Pharmacy Consulting services to the MoDOT and Missouri State Highway Patrol (MSHP) Medical and Life Insurance Plan (Plan), as set forth in this RFP.

(B) Background: In accordance with Section 104.270 RSMo., MHTC, acting through the MoDOT and MSHP Medical and Life Insurance Plan Board of Trustees, (Board), provides a medical and prescription drug benefit program to members of the MoDOT and MSHP Employees’ Retirement System (MPERS), and their dependents. The Plan is a self-insured medical plan and fully insured life insurance plan. The Plan has a carved-out pharmacy benefit plan, which is also self-insured. The Plan is an employer group waiver plan (EGWP) for Medicare Part D coverage. Plan prescription drug costs were $22.3 million in calendar year 2015. Benefits are provided on a calendar-year basis. Specific benefit information, premium rates, contribution amounts for employer and employee/retiree, and additional information can be found at http://www.modot.org/newsandinfo/benefits.htm. Census Data for the past three years is included in Appendix A of this document. The Plan is currently contracted with Coventry for medical services and MedImpact is the current Pharmacy Benefits Manager (PBM). It is the intent of this RFP to have the successful Offeror enter into a Consulting Agreement with MHTC (Resulting Agreement), to supply Pharmacy Consulting services as outlined herein.

(C) Contract Period: The Contract Period for the performance of the services described in this RFP is from January 1, 2017 through the next three years. The successful Offeror shall perform any and all the services listed herein as often as requested by MHTC for the entire duration of the Contract Period as defined herein at the Guaranteed-Not-To-Exceed Prices submitted by the successful Offeror in response to SECTION 6: PRICING PAGE of this RFP.

(D) Renewal Information: The Resulting Agreement shall not bind, or purport to bind, the Commission for any contractual commitment in excess of the original contract period. The Commission shall have the right, at its sole option, to extend the Resulting Agreement for two (2) additional one-year periods, or any portion thereof. In the event that the Commission exercises its options to extend the Resulting Agreement, such extension must be accomplished by a formal contract amendment approved and signed by representatives of the successful Offeror and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the successful Offeror and Commission, respectively, wherein the successful Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods’ pricing, if any, stated on the pricing page of the Resulting Agreement. If the pricing page does not include such renewal prices or if applicable spaces are left blank, and not completed, prices during extension periods shall be the same as during the original contract period.

(E) Schedule of Events: Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC
reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
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<tbody>
<tr>
<td>June 7, 2016</td>
<td>Issue RFP and Advertise intent to solicit proposals.</td>
</tr>
<tr>
<td>June 16, 2016</td>
<td>Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record: <a href="mailto:Leann.kottwitz@modot.mo.gov">Leann.kottwitz@modot.mo.gov</a></td>
</tr>
<tr>
<td>July 7, 2016</td>
<td>Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.</td>
</tr>
<tr>
<td>January 1, 2017</td>
<td>Contract Effective Date</td>
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SECTION 2: SCOPE OF WORK AND SPECIFIC SERVICES

(A) **Scope of Work:** The successful Offeror agrees to provide to MHTC the following services:

Provide benefit analysis and pharmacy consulting services for the Plan. Including, but not limited to, best practice guidelines, market trends, and PBM plan management and oversight.

(B) **Specific Services:** The Offerors agree to perform specific services within the above stated scope of work to include, but not be limited to the following:

1. **All Non-Medicare and Medicare Members As Necessary:**

   Provide comprehensive prescription drug benefit utilization and large case management services. Work with PBM to coordinate clinical case management for individuals identified by the PBM.

   A. Provide PBM vendor management, including Plan integrity management, operational, financial, contractual, and compliance audits.

   B. Assist with Plan design, testing and implementation.

   C. Coordinate with MHTC to conduct competitive bidding of service vendors under the procurement provisions of 7 CSR 10-11, (i.e., PBM, Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey and Data Validation Audit services),

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including drafting RFP, detailed analytical assessment of vendor proposals, finalist interviews, site visits, vendor selection recommendations and implementation coordination and assistance.

D. Assist with prescription drug plan design and related financial modeling based on re-pricing actual claims data and/or valuation of normative data.

E. Train PBM staff on Plan processes to increase member service levels and minimize member complaints. Coordinate client-specific prior authorization and claims exception handling.

F. Coordinate with MHTC to negotiate vendor contracts and service agreements, performance guarantees, and vendor renewals.

G. Develop custom pharmacy provider network arrangements and direct contracting with pharmacies and manufacturers (if necessary) to improve financial performance and participant satisfaction.

H. Review drug rebate arrangements; monitor for cost effectiveness and assess appropriateness and accuracy of payments.

I. Design, implement and assess effective performance of customized drug utilization review procedures, clinical protocols, disease state management and specialty pharmacy programs.

J. Provide drug formulary design, implementation and management.

K. Provide prescription drug and eligibility data archiving and ad hoc reporting.

L. Provide detailed analytical assessment of medical and/or prescription drug claims data to identify plan-specific cost drivers and develop recommendations to improve plan performance.

M. Assist with cost forecasting and budgeting of pharmacy benefit program.

N. Evaluate Maximum Allowable Cost (MAC) arrangements.

O. Draft or review client-specific participant benefit communication material.

P. Provide patient case management and physician/pharmacy outreach.

Q. Reconcile claims data to the PBM invoice for each payment cycle.

R. Produce monthly claims reports to support actuarial review process.

S. Maintain maximum co-payment listing (certain drugs that have no alternatives within a therapeutic class are limited to a maximum co-insurance amount of $50. This is referred to as the “maximum co-payment” for plan members.)

T. Coordinate clinical support and member appeals that require third-party intervention (typically involves interaction with healthcare providers, including pharmacies to resolve issues) with the PBM.

U. Recommend and implement coverage for newly approved drugs.

V. Recommend and implement customized clinical programs as approved by the Board.

W. Support elevated member complaint resolution (potential disputes among plan, member, and PBM).

X. Provide an hourly rate for special projects; projects not otherwise specified (these projects will require approval by the Plan Board of Trustees).

Y. Coordinate data and filing for participation in class-action lawsuits relative to the prescription drug industry.

Z. Assist with analysis of fiscal notes as to their impact to the Plan.

AA. Coordinate plan copayment-assistance program that works with affected plan members to benefit from manufacturers or other sources that provide incentives to patients who
utilize brand drugs. Includes patient contact, application assistance, tracking and measuring effectiveness.

**Quarterly:**
A. Provide quarterly data load (storage), reporting and analysis of plan utilization (received from PBM).
B. Attend and/or conduct quarterly staff, vendor, and Board meetings; typically held in Jefferson City, MO.
C. Maintain and support therapeutic drug class cost comparison database based on actual utilization and costs for the plan.

**Semi-Annual:**
A. Develop, support and maintain Plan “Pharmacy Grade Card”, including comparisons of cost and quality.

**Annual:**
A. Complete claims audit of PBM (100% of adjudicated claims).
B. Complete performance guarantee audit of PBM.

2. **Medicare Specific**
   **As Necessary:**
   A. Provide front-end and ongoing eligibility and file transfer set-up and maintenance with Centers for Medicare and Medicaid Services (CMS).
   B. Handle eligibility errors and problem resolution with CMS in compliance with CMS and MHTC requirements. CMS transactions reply code maintenance.
   C. Provide full-service consulting related to Medicare Part-D or Affordable Care Act (ACA) legislation and Medicare Direct EGWP compliance; including daily monitoring of CMS regulations and guidance as well as CMS subcontractor directions and requirements.
   D. Provide front-end claims set-up, claims file load and transfer process with PBM and CMS as necessary.
   E. Handle Claims errors and problem resolution with PBM and CMS.
   F. Provide PDE Reconciliation.
   G. Coordinate with PBM for annual formulary design, review and submission to CMS, including resolution of all issues and challenges and monthly updates and submissions.
   H. Provide part-D data validation support and coordination with independent validator.
   I. Ensure compliance with fraud, waste, and abuse management issues.
   J. Reconcile eligibility subsidies, COB management, including Plan-to-Plan.
   K. Review and assistance with the development of member communication materials, including notification of plan changes and LIS status.
   L. Assist with and coordinate CMS contract renewal requirements.
   M. Review monthly patient safety reports as issued by Acumen.
   N. Coordinate required responses to CMS data auditor.
   O. Prepare, coordinate, and participate in CMS compliance and financial audits.
P. Provide hourly rate for special projects (if different from non-Medicare rate).

**Quarterly:**
A. Provide all CMS required reporting and quarterly reconciliation.

**Semi-Annual:**
A. Provide a semi-annual integrity audit.

**Annual:**
A. Provide all required reports and annual reconciliation with CMS.

3. **Reporting Requirements**
   A. All Reports will be utilized with calendar year-to-date data required for meeting all the specifications stated herein.
   B. All Reports will include the previous calendar year data as well as the current calendar year’s data.
   C. Quarterly, Semi-Annual and Annual requirements shall be completed within sixty (60) days of the time period specified unless written permission is given by the MHTC Representative or designee.

4. **Payment and Invoicing Requirements:**
   A. Invoicing: The successful Offeror shall e-mail a monthly itemized invoice, to the Employee Benefits office, for providing Pharmacy Consulting Services in accordance with the provisions and requirements stated elsewhere herein. The successful Offeror must include the firm, fixed price on the invoice.
   
   B. Payment: The successful Offeror shall be paid the firm, fixed price per subscriber per month and additional applicable hourly rate specified on the Pricing Page of this RFP for Pharmacy Consulting Services actually provided. If a partial month of service is provided, the monthly amount due shall be divided by the total number of workdays in that particular month to obtain a daily rate. The daily rate shall then be multiplied by the number of days in the particular month for which service was provided and rounded to the nearest cent. Additionally, MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.
   
   C. Other than the payment(s) specified above, no other payments or reimbursements shall be made to the successful Offeror for any reason whatsoever.
SECTION 3:
REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

(A) **Required Elements of Proposal:** Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with MHTC in response to this request for proposal. Each Offeror’s proposal must be divided into sections corresponding to the list of elements described below:

1. **Experience, Expertise and Reliability:** With regard to documenting its experience, expertise, and reliability in performing pharmacy consulting services, the Offeror must provide information related to previous and current contractual relationships considered identical or similar in scope to the one anticipated to result between MHTC and the successful Offeror pursuant to this RFP. At a minimum, the following information must be provided:

   A. Name, address, telephone number of contracting agency/entity, and a contact person who can verify all data submitted.

   B. Contract dates.

   C. A brief, written description of the specific services provided, methods used, and the results associated with the specific services provided.

   D. List of any pending legal action(s) involving your firm that could directly or indirectly impact the services provided to MHTC.

2. **Qualification and Expertise of Key Personnel:** Each Offeror must provide detailed information documenting the experience and qualifications of the key personnel who would be assigned to perform work under the Resulting Agreement between MHTC and the successful Offeror entered into pursuant to this RFP. Acceptable information shall include, but not be limited to, resumes detailing education, qualifications, previous work assignments, training, continuing education, certifications, etc. A work assignment organizational chart should be included in this section. Staff may be changed if those personnel leave the organization, are promoted or are assigned to another office. These personnel may also be changed for other reasons at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience. However, in all cases, MHTC retains the right to approve or reject replacements.

3. **Proposed Method of Performance:** Each Offeror must present a written narrative demonstrating the method and/or manner in which it proposes to satisfy the requirements of this RFP. The language of the narrative shall be straightforward and limited to facts, solutions to the problems, and plans of proposed action as well as the timeline for completion of proposed action.
A. **Method:** By reading the proposal, MHTC must be able to gain a comfortable grasp of the services to be provided and the methods proposed by the Offeror to provide them. A detailed explanation should be included to understand how the services comply with the requirements of this RFP.

B. **Performance Timeline/Milestones:** In order to show feasibility, a timetable setting forth appropriate milestones should be included in Offeror’s proposal, with sufficient detail explaining how Offeror will meet those timelines/milestones.

4. **Proposed Fee:** Offerors must complete **SECTION 6: PRICING PAGE** of this RFP as specifically directed therein.

5. **References:** List at least three (3) references for which the Offeror firm provided services which are similar in nature to the services requested in this proposal over the past three (3) calendar years. MHTC reserves the right to determine which references to call and whether or not to call all references for all Offerors. The reference list should include:

- The client's name, address, telephone number, and fax number,
- A brief description of work satisfactorily completed with location,
- Dates of contracts,
- Names and addresses of owners, and
- Name of contact person.

6. **Overall Clarity and Quality of Proposal:** The proposals will be evaluated based on the adequacy of the Offeror’s response in addressing each of the Required Elements of the Proposal listed above.

(B) **Submission of Proposals:** Offerors are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the Offeror and shall be grounds for rejection. This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the MHTC, will commit the MHTC to award a contract to any Offeror even if all of the requirements in the RFP are met. The MHTC may modify these requirements in whole or in part and/or seek additional Offerors to submit proposals. Only the execution of the Resulting Agreement will obligate the MHTC in accordance with the terms and conditions contained therein.

1. **Proposal Format:** The Offeror’s submittal must include one (1) original hardcopy document. Three (3) electronic copies of the proposal are desired in addition to the hardcopy document. Electronic copies of the proposal must be in Microsoft compatible format or in “.pdf” and stored on CD(s) or flash drive(s). The Offeror shall ensure the electronic copy of the proposal document stored in all media is identical to the original hardcopy response document. In case of a discrepancy, the original hardcopy proposal document language shall govern.
2. **Signatures:** Any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

3. **Pricing:** The Offeror is required to specify the pricing associated with this RFP as a firm fixed price. The successful Offeror will be responsible for performing all services listed in this RFP at the prices listed on SECTION 6: PRICING PAGE of the RFP. MHTC will not be liable for any charges beyond those detailed in the proposal.
   
   **A.** MHTC shall not make any payment to the successful Offeror in advance of the services rendered by the successful Offeror.
   
   **B.** Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.
   
   **C.** **Per Subscriber Per Month (PSPM):** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal, which must be completed, signed and returned with the Offeror's proposal. Average number of subscribers is provided on Appendix A.
   
   **D.** **The PSPM fee must be a “blended” rate.** Separate rates for various levels of expertise within an organization will not be accepted. For example, do NOT include a breakdown of different amounts for “senior consultant,” “consultant,” and “analyst.” This amount must include any necessary services provided from any resource and must be one hourly price only.

4. **Proposal Life:** The Offerors must include a statement in the proposal that indicates the length of time during which MHTC may rely on all proposal commitments. All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 120 days after the date for proposal submission. Any proposal accepted by MHTC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by MHTC.

5. **Submission of All Information Required:** The Offerors must respond to this RFP by submitting all the information required herein for its proposal to be evaluated and considered for award. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

6. **Public Inspection:** The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, MHTC does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.
   
   **A.** Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked “Confidential” and must indicate in the proposal and on the
outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.

B. MHTC will not consider prices to be confidential information.

C. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

7. Clarification of Requirements: It shall be the Offerors’ responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT 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.

A. Any and all communication from Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Buyer of Record listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in SECTION 1: GENERAL DESCRIPTION AND BACKGROUND, (E) Schedule of Events.

B. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

8. Interview Conference: After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors. If an interview is conducted, it is preferred that the interviewed Offeror’s personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

9. Official Position of MHTC: Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
SECTION 4: EVALUATION FACTORS AND PROCESS:

(A) Evaluation Factors: The following factors shall be considered in the evaluation of the proposals:

1. Evaluation Criteria: Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria and maximum points per each criterion:

<table>
<thead>
<tr>
<th>Evaluation Criterion Description</th>
<th>Maximum Points</th>
</tr>
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<tbody>
<tr>
<td>Experience, Expertise, and Reliability</td>
<td>30</td>
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<tr>
<td>Overall Clarity and Quality of Proposal</td>
<td>10</td>
</tr>
</tbody>
</table>

2. Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, presentations or interviews as applicable, references, or other sources, including but not limited to the listed subcontractors, in the evaluation process.

3. Responsibility to Submit Information: Each Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and MHTC is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(B) Proposal Review/Evaluation: MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

SECTION 5: TERMS AND CONDITIONS
(A) Agreement Components: The Resulting Agreement between MHTC and the successful Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the successful Offeror in response to the RFP. In case of a conflict between or inconsistency in the terms contained in the RFP and the proposal submitted by the Offeror in response to the RFP, the terms of the RFP shall govern. In the event of a conflict between or inconsistency in the terms of the RFP and the Resulting Agreement, the terms of the Resulting Agreement shall govern. MHTC reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

(B) MHTC’s Representative: MoDOT’s Risk and Benefits Management Director is designated as MHTC’s representative with authority to act on behalf of MHTC for the purpose of administering the Resulting Agreement. MHTC’s representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Resulting Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the Resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement. MHTC reserves the right to limit the authority of Buyer of Record and MHTC’s representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

(C) Assignment: The successful Offeror shall not assign, transfer, or delegate any interest in the services to be provided under this RFP and the Resulting Agreement without the prior written consent of the MHTC. The successful Offeror may, at its own expense, employ clerical or technical assistance in the performance of the services under this RFP and the Resulting Agreement, such clerical and technical assistance provider being as fully bound as the successful Offeror to all confidentiality and work product provisions of this RFP and the Resulting Agreement.

(D) Amendments: Any change in the Resulting Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by the duly authorized representative of the successful Offeror and the Commission.

(E) Disputes Under the RFP and Resulting Agreement: The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror’s proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting
Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

(F) **Successors and Assigns:** The Commission and the Offerors agree that this RFP and, as applicable, the Resulting Agreement as well as all agreements entered into under the provisions of this RFP and, as applicable, the Resulting Agreement, shall be binding upon the parties thereto and their successors and assigns.

(G) **Sole Beneficiary:** The Resulting Agreement will be made for the sole benefit of the parties thereto and nothing in this RFP or the Resulting Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the successful Offeror.

(H) **Cancellation of Resulting Agreement:** MHTC may cancel the Resulting Agreement at any time for a material breach of contractual obligations or for convenience by providing the successful Offeror with written notice of cancellation. Should the Commission exercise its right to cancel the Resulting Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the successful Offeror.

(I) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against any Offeror or assignee, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to reject the Offeror’s proposal, or, as applicable, either cancel the Resulting Agreement or affirm the Resulting Agreement and hold the successful Offeror responsible for damages.

(J) **Status as Independent Contractor:** The successful Offeror 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 MHTC or MoDOT. Therefore, the successful Offeror 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 the Commission, 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. The successful Offeror shall further understand that the Commission cannot save and hold harmless or indemnify the successful Offeror and/or its employees against any liability incurred or arising as a result of any activity of the successful Offeror or any activity of the successful Offeror’s employees performed in connection with the Resulting Agreement.

(K) **Subcontractor:** Any Offeror’s proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror’s subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and
the Agreement and shall not be relieved by the non-performance of any subcontractor.

(L) **MBE/WBE Participation Encouraged:**

1. **Affirmative Action Program:** Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.

2. **Minority Participation Encouraged:** Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs (i.e. 10% MBE and 5% WBE participation).

3. **Offeror’s Responsibility Unconditional:** Regardless of which persons or firms, if any, that the successful Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the successful Offeror ultimately remains responsible and liable to MHTC for the complete, accurate, and professional quality/performance of these services.

(M) **Nondiscrimination:** The Offerors shall comply with all state and federal statutes applicable to the Offerors relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq*).

(N) **Executive Order:** The Offerors shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. **Offeror’s Certification:** By signing the proposal to this RFP, the Offeror hereby certifies that any employee of the Offeror assigned to perform services herein is eligible and authorized to work in the United States in compliance with federal law.

2. **Failure to Comply:** In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to reject the Offeror’s proposal or, as applicable, impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3. **Incorporation of Provisions:** The successful Offeror shall include the
provisions of this paragraph in every subcontract. The successful Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(O) Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

1. Enrollment in Federal Work Authorization Program: By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For Offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

2. Annual Worker Eligibility Affidavit: By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as Exhibit 1.

(P) Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the Offeror is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as Exhibit 2.

(Q) Requirements to do Business in Missouri: Out-of-state Offerors must comply with the following requirements to do business in Missouri:

1. Registration with Secretary of State: The Offerors must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to execution of the Resulting Agreement, the successful Offeror shall submit to MHTC a copy of its current Authority Certificate from the Secretary of State of the State of Missouri.
Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.

2. **Transient Employer Certificate:** All out-of-state Offerors providing services within the State of Missouri must provide a copy of their current Transient Employer Certificate issued from the Missouri Department of Revenue. For assistance with obtaining a Transient Employer Certificate, please call the Missouri Department of Revenue at (573) 751-0459.

(R) **Law of Missouri to Govern:** This RFP and the Resulting Agreement shall be construed according to the laws of the State of Missouri. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Resulting Agreement as a service provider to the Commission.

(S) **Venue:** It is agreed by the Commission and successful Offeror that any action at law, suit in equity, or other judicial proceeding to enforce or construe the Resulting Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(T) **Work Product:** All documents, reports, exhibits, etc., produced by the Offerors at the direction of MHTC’s representative and information supplied by MHTC’s representative shall remain the property of MHTC.

(U) **Release to Public/Confidentiality:** No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of MHTC’s representative. The Offerors shall not disclose to third parties confidential factual matters provided by MHTC’s representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC’s representative. The Offerors shall notify MHTC immediately of any request for such information.

(V) **Prohibition Against Kickbacks and Gratuities/Nonsolicitation:** Any kickback, gratuity, or other payment by the Offeror to any person employed by or on behalf of the Commission is prohibited except when such payment is made pursuant to the express terms of this RFP and, as applicable, the Resulting Agreement. Each Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure this RFP and, as applicable, the Resulting Agreement, and that the Offeror has not paid or agreed to pay any company or person, other than a bona fide employee, a fee, commission, percentage, brokerage fee, gift, or other consideration, contingent upon or resulting from the award of this RFP and, as applicable, the Resulting Agreement. For breach or violation of this warranty, the Commission shall have the right to reject the Offeror’s proposal and, as applicable, annul the Resulting Agreement without liability, or in its discretion, to withhold or recover said amounts from the compensation due or paid under the Resulting Agreement.

(W) **Conflict of Interest:** Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly
or indirectly, which would conflict in any manner or degree with the performance of the services under this RFP and, if applicable, the Resulting Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and, if applicable, the Resulting Agreement.

(X) Audit of Records: The successful Offeror must maintain all records relating to the Resulting Agreement, including but not limited to invoices, payrolls, etc. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Resulting Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement. MHTC’s representative shall have the right to reproduce and/or use any products derived from the successful Offeror’s work without payment of any royalties, fees, etc. MHTC’s representative shall at all times have the right to audit any and all records pertaining to the services.

(Y) Indemnification: Each Offeror shall defend, indemnify, and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror’s submittal of its proposal in response to the RFP, performance of its obligations under this RFP and, as applicable, the Resulting Agreement.

(Z) Insurance: For proposal purposes, Offerors must submit copies of certificates of insurance for general and automobile liability and workers’ compensation in the following coverage limits. The successful Offeror must provide original certificates prior to commencing services.

1. General Liability: Not less than $500,000 for any one person in a single accident or occurrence, and not less than $1,000,000 for all claims arising out of a single occurrence;

2. Automobile Liability: Not less than $500,000 for any one person in a single accident or occurrence, and not less than $1,000,000 for all claims arising out of a single occurrence;

3. Missouri State Workmen’s Compensation: Policy or equivalent coverage in accordance with state law.

(AA) Section Headings: All section headings contained in this RFP and, if applicable, the Resulting Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this RFP and, if applicable, the Resulting Agreement.

(BB) Severability: If any clause or provision of this RFP and, if applicable, the Resulting Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.
(CC) **No Adverse Inference:** This RFP and, if applicable, the Resulting Agreement shall not be construed more strongly against one party or the other. No rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this RFP and, if applicable, the Resulting Agreement.

*The remainder of page intentionally left blank.*
SECTION 6: PRICING PAGE

The Offeror shall provide a guaranteed, not-to-exceed total price for pharmacy consulting services. All costs associated with providing the required services shall be included in the stated guaranteed, not-to-exceed total prices.

In addition, the Offeror shall provide an itemized breakdown of each of the guaranteed, not-to-exceed total prices detailing the services involved and the costs associated with the services. Offeror may use additional pages if necessary.

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002. Medicare Specific Benefits

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Guaranteed Not-To-Exceed Total Price $ 

*Per additional hour fees are payable only for those services that are not specifically required in this RFP. These fees must be provided in a “letter of engagement” specifying the services that will be provided. The provisions of this “letter of engagement” must be approved by the Board in order to become effective.

In addition, the Offeror shall provide an itemized breakdown of the additional services not mentioned in the RFP that the MHTC may take into consideration.

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In the event the Board executes its option to renew the contract for two (2) additional one year periods pursuant to the applicable provisions in Section 1 of this document, the Offeror should provide below the maximum percentage of price increase for each renewal period. The Offeror is cautioned that the percentages shall be computed against the First Year contract price for each renewal period. If the following blanks are not complete, prices during renewal periods shall be the same during the original contract period. Furthermore, the Offeror is advised that the Board does not automatically grant price increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

First Renewal Period  ___% OF MAXIMUM INCREASE
Second Renewal Period ___% OF MAXIMUM INCREASE

Offeror Printed or Typed Name:_______________________________________________
Mailing Address:_______________________________________________________________
City:___________________________State:_______________________Zip:____________
EXHIBIT 1
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _______________ )
) ss
COUNTY OF _______________ )

On the _____ day of _______________, 20__, before me appeared
________________________, personally known to me or proved to me on the basis of satisfactory
evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts
herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform
any job, task, employment, labor, personal services, or any other activity for which compensation is provided,
expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _______________ of  ______________________________, and I am duly
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a
federal work authorization program operated by the United States Department of Homeland Security, and the
aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired
employees working in connection with any services contracted by the Missouri Highways and Transportation
Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the
aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and
shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the
legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are
satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections
285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized
alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the
aforementioned business entity and not under duress.

__________________________________________
Affiant Signature

Subscribed and sworn to before me in ______________________, __________, the day and year first above-
written.

__________________________________________
Notary Public

My commission expires:

[attach documentation of enrollment/participation in a federal work authorization program]
EXHIBIT 2
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF __________________ )
COUNTY OF __________________ ) ss

On this _____ day of __________________, 20_____, before me appeared ________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is ________________________, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _______________ of ________________________, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen.

☐ an alien lawfully admitted for permanent residence. I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between $500 and $25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than $5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at $25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

__________________________________________  ________________________________
Affiant Signature                           Affiant’s Social Security Number or Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of ______________, 20_____.

__________________________________________
Notary Public

My commission expires:
### Appendix A

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