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optumrx.com

July 13, 2018

Mr. Seth Johnson
Procurement Manager
Employee Benefits Division – Room 1106
NYS Department of Civil Service
Albany, NY 12239

RE: Request for Proposals #RX-2018-1 entitled:

"Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Prescription Drug Programs"

Firm Offer to the State of New York

OptumRx, Inc. (OptumRx) hereby submits this firm and binding offer to the State of New York in response to the Department's Request for Proposals #RX-2018-1, entitled **"Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Prescription Drug Programs"** (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

OptumRx accepts the terms and conditions as set forth in RFP, Section VII and Appendices A, B, C, and D and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

OptumRx agrees to execute a contractual agreement composed substantially of the terms and conditions set forth in the draft contract included in the RFP, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B, C, C-1, D, D-1 (DCS), D-1 (NYSIF), and D-2 to the draft contract.

OptumRx further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in Section II.B.7 of the RFP.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the RFP. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless **OptumRx** delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

OptumRx's complete offer is set forth as follows:

July 13, 2018

Administrative Proposal:	Total of eighteen (18) hard copy volumes [four (4) original and fourteen (14) copies] and two (2) electronic copies on CD.
Technical Proposal:	Total of eighteen (18) hard copy volumes [four (4) original and fourteen (14) copies] and two (2) electronic copies on CD.
Cost Proposal:	Total of eighteen (18) hard copy volumes [four (4) original and fourteen (14) copies] and two (2) electronic copies on CD.

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **OptumRx** and possesses the legal authority and capacity to act on behalf of **OptumRx** to execute a contract with the State of New York.

The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: July 13, 2018

OptumRx, Inc.

DCS REDACTION

By: _____

DCS REDACTION

(signature)

John Prince

(name)

OptumRx, Inc.-CEO

(title)

800-282-3232

(phone number)

pbmsales@optum.com

(email address)

July 13, 2018

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF Minnesota }

: **SS.:**

COUNTY OF Hennepin }

On the 29th day of June in the year 2018, before me personally appeared: John Prince, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at DCS REDACTION, Town of DCS REDACTION,

County of DCS REDACTION, State of DCS REDACTION; and further that:

[Check One]

(x **If a corporation):** _he is the CEO of OptumRx, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(___**If a partnership):** _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

DCS REDACTION

Notary Public

ANGELA KNAUSS HAAS
Notary Public
Minnesota
My Commission Expires
Jan 31, 2021