[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Date

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

[INSERT OFFEROR NAME] 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.

[INSERT OFFEROR NAME] 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.

[INSERT OFFEROR NAME] 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.

[INSERT OFFEROR NAME] 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 **[INSERT OFFEROR NAME]** delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

[INSERT OFFEROR NAME]'s complete offer is set forth as follows:

Administrative Proposal: Total of eighteen (18) hard copy volumes [four (4) original and fourteen

(14) copies] and two (2) electronic copies on CD.

<u>Technical Proposal</u>: 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.

Notary Public

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **[INSERT OFFEROR NAME]** and possesses the legal authority and capacity to act on behalf of **[INSERT OFFEROR NAME]** 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:	[INSERT OFFEROR NAME]
Ву:	(signature)
	(name)
	(title)
	(phone number)
	(email address)
CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT	
STATE OF }	: SS .:
	in the year 2018, before me personally appeared:
and say that _he resides at	ng instrument, who, being duly sworn by me did depose
	, Town of, State of; and further that:
County of	, State of ; and further that:
[Check One] (If a corporation): _he is the	of of of of of he is
authorized to execute the forego forth therein; and that, pursuant	f the Board of Directors of said corporation, _he is bing instrument on behalf of the corporation for purposes set to that authority, _he executed the foregoing instrument in id corporation as the act and deed of said corporation. of, the partnership described in said
foregoing instrument on behalf of that, pursuant to that authority,	of said partnership, _he is authorized to execute the of the partnership for the purposes set forth therein; and _he executed the foregoing instrument in the name and on eact and deed of said partnership.