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REQUEST FOR PROPOSALS

PHARMACY CONSULTING SERVICES RFP# 6-060315

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals
CMS	Centers for Medicare and Medicaid Services

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Seven (7) copies of each proposal must be mailed in a sealed envelope to Erin Moritz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the Erin Moritz, Missouri Department of Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri. Proposals must be returned to the offices of General Services no later than 2:00 p.m., CST, March 15, 2006.

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.

Note to Respondent

A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors **MUST** submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement **MUST** submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** 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.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified Offerors to provide Pharmacy Consulting Services to MHTC and the Missouri Department of Transportation (MoDOT).
- (B) **Background:** The Missouri Department of Transportation and the Missouri State Highway Patrol, through the Missouri Highways and Transportation Commission, offer medical insurance benefits to their employees and retirees through a sponsored, self-insured medical plan. 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>.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** January 1, 2007 through December 31, 2007 with renewals occurring on January 1 of each consecutive year.
- (E) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for four (4) one-year periods, or a portion thereof. In the event that MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the 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 contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. The MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts, if any.
- (F) **Written Questions:** Written questions regarding this RFP will be accepted via fax (573-526-1218), Email (Erin.Moritz@modot.mo.gov), or mail (Missouri Department of Transportation, Attn: Erin Moritz – General Services Procurement, P.O. Box 270, Jefferson City, MO 65102) until February 24, 2006 at 2:00 p.m. All questions must be directed to Erin Moritz.
- (G) **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, Central Standard Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

RFP Schedule Of Events

MoDOT Issues RFP	February 9, 2006	4:00 pm
Deadline for Written Comments	February 24, 2006	2:00 pm
Deadline for MoDOT Issuing Responses to Written Comments	March 3, 2006	4:30 pm
Deadline for Submitting a Proposal	March 15, 2006	2:00 pm
Recommendation of Award	March 28, 2006	4:00 pm
Contract Effective Date	January 1, 2007	8:00 am

**SECTION (2):
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the following professional services:

Provide benefit analysis and consulting services for the MoDOT/MSHP Medical and Life Insurance Plan. Including best practice guidelines, market trends, and Pharmacy Benefits Manager (PBM) vendor plan management and oversight. The Plan is self-insured and has a carved-out pharmacy benefit plan, which is also self-insured. The Plan is an employer PDP for Medicare Part D coverage. Plan prescription drug costs were \$15.6 million in calendar year 2005.

- (B) **Specific Requirements:** The Offeror will provide the General Services Unit seven copies of a program proposal, which will include the below information. Quarterly, Semi-Annual and Annual requirements shall be completed within sixty (60) days of the time period specified (Quarterly, Semi-Annual and Annual) unless written permission is given by the MHTC Representative or designee.

1. All Non-Medicare and Medicare Members:

As Necessary:

- a) Large case management services (maximum 20/quarter). Work with PBM to coordinate clinical case management for individuals identified by the PBM.
- b) Maintenance of 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.)
- c) 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.
- d) Recommendations and implementation of coverage for newly approved drugs
- e) Recommend and implement customized clinical programs as needed and approved by the plan board of trustees.
- f) Support elevated member complaint resolution (potential disputes among plan, member, and PBM).
- g) Hourly rate for special projects; projects not otherwise specified (these projects will require approval by the plan board of trustees).

h) Quarterly:

- 1) Quarterly data load (storage), reporting and analysis of plan utilization (received from PBM).
- 2) Attend and/or conduct quarterly staff, vendor, and medical board meetings; typically held in Jefferson City, MO
- 3) Maintain and support therapeutic drug class cost comparison database based on actual utilization and costs for the plan.

- i) **Semi-Annual:**
 - 1) Develop, support and maintain Plan “Pharmacy Grade Card”, including comparisons of cost and quality.
- j) **Annual:**
 - 1) Annual complete claims audit of PBM (100% of adjudicated claims).

2. Medicare Specific:

As Necessary:

- a) Front-end and ongoing eligibility and file transfer set-up and maintenance with Centers for Medicare and Medicaid Services (CMS).
- b) Eligibility error handling and problem resolution with CMS
- c) Front-end claims set-up, claims file load and transfer process with PBM and CMS as necessary
- d) Claims error handling and problem resolution with CMS
- e) Hourly rate for special projects (if different from non-Medicare rate)

f) Quarterly:

- 1) Quarterly reconciliation

g) Semi-Annual:

- 1) Semi-annual integrity audit

h) Annual:

- 1) 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.

4. Payment and Invoicing Requirements:

- a) Invoicing: The Contractor shall submit a monthly itemized invoice, to the address stated below, for providing Pharmacy Consulting Services in accordance with the provisions and requirements stated elsewhere herein. The Contractor must include the firm, fixed price on the invoice.

Central Office

Missouri Department of Transportation
Attn: Pam Otto – Employee Benefits
105 W. Capitol Ave., P.O. Box 270
Jefferson City, MO 65102

- b) Payment: The Contractor shall be paid the firm, fixed price per subscriber per month and additional hour 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 Contractor for any reason whatsoever.

(C) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Manager of Employee Benefits is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. 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 Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Employee Benefits Division and the Board of Trustees for the MoDOT/MSHP Medical and Life Insurance Plan, as the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Employee Benefits Division throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The 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 Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) DBE/WBE Participation Encouraged:

1. Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offeror. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subconsultants, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) Nondiscrimination: The Offeror shall comply with all state and federal statutes applicable to the Offeror 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.*).

(I) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

(J) Law of Missouri to Govern: The 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 the performance of the Agreement.

(K) Cancellation: MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

(L) Venue: No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.

(M) Ownership of Reports: All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC’s representative and information supplied by MHTC’s representative shall remain the property of MHTC.

(N) Confidentiality: The Offeror 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 Offeror shall notify MHTC immediately of any request for such information.

- (O) **Nonsolicitation:** The 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 the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (P) **Conflict of Interest:** The 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 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 Agreement.
- (Q) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. 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 Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
 1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (R) **Indemnification:** The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

S) Insurance:

- a. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

- 1. Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Erin Moritz as provided in this RFP. Specifically, 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.
- 2. Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
- 3. Public Inspection:** The Offeror is hereby advised all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
- 4. Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Erin Moritz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-8194 (phone) or Erin.Moritz@modot.mo.gov (Email.)

(B) REQUIRED ELEMENTS OF PROPOSAL

- 1. OFFEROR'S EXPERIENCE, EXPERTISE AND RELIABILITY**
 - (a) Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to previous Pharmacy Consulting Services.
 - (b) The Offeror should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.
 1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
 2. Dates of the Contract.

3. A brief, written description of the specific prior services performed and requirements thereof.
- (c) The above information may be shown on the form attached as EXHIBIT A to this RFP or in a similar manner.
 - (d) The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed.
 - (e) The Offeror should provide a resume including referenced detailing educational qualifications and previous work assignments as may relate to this RFP for key personnel to be assigned to the project.
 - (f) If the staff is not yet hired, the Offeror should provide:
 1. detailed descriptions of the required employment qualifications, and
 2. detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.

2. PROPOSED METHOD OF PERFORMANCE

- (a) Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Since the evaluators have already read the Scope of Work as described in the RFP, it is not necessary for the Offeror to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.
- (b) The Offeror should present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy the requirement of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.
- (c) The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, the following method is recommended:

On plain white paper, identify each specific paragraph and subparagraph of the Scope of Work (see Part Two) by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with, what, to what degree, why, where, etc., the requirement will be

satisfied. The description should include the number of employee hours to be devoted to each area.

AS AN EXAMPLE:

Discussion Item: Paragraph _____, Page _____

In this space describe who will be providing the service, specifics about the service, how the task will be accomplished, what direction will the service take, how often it will be provided, who will provide it, etc. Also, describe any other information you can possibly think of related to this requirement.

Discussion Item: Paragraph _____, Page _____

In this space provide a specific description of how this requirement will be met, who will do it, criteria for it, the goals and objectives of it, etc.

- (d) The Offeror should provide an organizational chart showing the staffing and lines of authority for the day personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.

3. COST, FEES & EXPENSES

The objective evaluation of cost shall be conducted based upon the information listed on the Price Page for all services.

- (a) Utilizing the cost determined from above, cost points shall be determined using a scale of 20 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 20 = \text{Cost score points}$$

- (b) The Offeror shall agree and understand the evaluation of cost may include the original contract period and all potential renewal periods.
- (c) The Offeror shall agree and understand the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated.

4. RECOMMENDATIONS FROM REFERENCES

- (a) Proposals should indicate the name, title and telephone number of at least three officials or clients within the past three years. Please use Exhibit A for this information.

5. OVERALL CLARITY AND QUALITY OF PROPOSAL

(a) Proposals should be easy to follow and read. We expect some background information, however, marketing materials shall be limited. Proposals shall clearly identify processes and procedures which directly relate to this specific RFP and its scope of service.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** 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:
 - A. Experience, Expertise and Reliability; 35 points
 - B. Proposed Method of Performance; 25 points
 - C. Cost, Fees and Expenses; 20 points
 - D. Recommendations from References; 10 points
 - E. Overall Clarity and Quality of Proposal; 10 points
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative 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.

(D) PRICING

1. **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.
2. **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.

**SECTION (5):
PRICE PAGE**

(A) FEES: The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein. The Offeror shall provide a firm, fixed price in the table below, for the original contract period and a maximum price per each potential renewal period for providing Pharmacy Consulting Services. All costs associated with providing the required services must be included in the stated prices. Please see Appendix A for the average number of subscribers regarding Non-Medicare and Medicare Specific Benefits.

Line Item #	Description	Original Contract Period
<i>Non-Medicare Specific Benefits</i>		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

* 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 “contract amendment” specifying the services that will be provided. The provisions of this “contract amendment” must be approved by the MoDOT/MSHP Medical and Life Insurance Plan Board of Trustees in order to become effective.

(B) RENEWAL PERIOD PRICING

Line Item #	Description	1 st Renewal Period
<i>Non-Medicare Specific Benefits</i>		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

Line Item #	Description	2 nd Renewal Period
<i>Non-Medicare Specific Benefits</i>		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

Line Item #	Description	3 rd Renewal Period
<i>Non-Medicare Specific Benefits</i>		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

Line Item #	Description	4 th Renewal Period
<i>Non-Medicare Specific Benefits</i>		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

Average Number of Subscribers

Non-Medicare Specific

	2003		2004		2005	
	Active	Non-Medicare Retiree	Active	Non-Medicare Retiree	Active	Non-Medicare Retiree
January	8199	1502	8305	1582	8395	1566
February	8194	1493	8281	1579	8449	1568
March	8185	1486	8314	1580	8480	1568
April	8222	1474	8409	1573	8613	1565
May	8418	1463	8522	1568	8735	1563
June	8509	1483	8634	1570	8840	1564
July	8540	1494	8656	1568	8837	1563
August	8504	1503	8675	1571	8794	1566
September	8441	1556	8682	1571	8780	1566
October	8470	1548	8658	1561	8732	1570
November	8376	1546	8598	1556	8651	1568
December	8350	1539	8513	1552	8594	1556
<i>Yearly Total</i>	<i>100408</i>	<i>18087</i>	<i>102247</i>	<i>18831</i>	<i>103900</i>	<i>18783</i>
Monthly Average	8367	1507	8521	1569	8658	1565

Medicare Specific

Medicare Beneficiaries

January 2006 (only data available)= 4,736; including 61 low-income subsidy beneficiaries

EXHIBIT A
FIRM'S PRIOR EXPERIENCE

(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT
PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The Offerors attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Proposals received will be evaluated on the basis of this legislation.

All vendors submitting a proposal must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list SS #:** _____

NOTE: For proposal to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the

Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Nondiscrimination

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 05-30 of the Governor of the State of Missouri dated September 8, 2005. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

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- ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a proposal, the Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery

of the contracted work and the completion of the work within the specified time.

- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.

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- 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in

relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or

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services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor 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 the MHTC. Therefore, the Contractor 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 MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the

Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.

- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.