



REQUEST FOR PROPOSAL (RFP)

Group Life, AD&D and Disability Insurance Plan

FOR

JEA

PROPOSAL NUMBER: RFP 079-17

PROPOSAL DUE DATE: Tuesday, May 9, 2017

PROPOSAL DUE TIME: 12:00 PM EST

PROPOSAL EMAILED TO:

Nickolas Dambrose

dambnc@jea.com

JEA PROCUREMENT SERVICES

Table of Contents

SECTION 1

1. REQUEST FOR PROPSAL

1.1 BACK GROUND, SCOPE AND INVITATION

- 1.1.1 BACKGROUND
- 1.1.2 SCOPE OF WORK
- 1.1.3 TERM OF AGREEMENT
- 1.1.4 INVITATION – REQUEST FOR PROPOSAL
- 1.1.5 QUESTIONS

1.2 SPECIAL INSTRUCTIONS

- 1.2.1 MINIMUM REQUIREMENTS
- 1.2.2 COMPETITIVE SEALED PROPOSALS
- 1.2.3 EVALUATION METHODOLOGY
- 1.2.4 SELECTION CRITERIA
- 1.2.5 TIE
- 1.2.6 NUMBER OF CONTRACTS AWARDED
- 1.2.7 REQUIRED FORMS TO SUBMIT WITH PROPOSAL

1.3 GENERAL INSTRUCTIONS

- 1.3.1 SUBMITTING THE PROPOSAL
- 1.3.2 COMPLETING THE PROPOSAL
- 1.3.3 FORMAT/CONTENT OF RESPONSES
- 1.3.4 SUBMISSION OF RESPONSE
- 1.3.5 ADDENDA
- 1.3.6 CONFLICT OF INTEREST
- 1.3.7 SUBCONTRACTORS
- 1.3.8 CONTRACT EXECUTION AND START OF WORK
- 1.3.9 DEFINED TERMS
- 1.3.10 EX PARTE COMMUNICATION
- 1.3.11 JEA PUBLICATIONS
- 1.3.12 PUBLIC RECORDS AND SUNSHINE LAW
- 1.3.13 PROHIBITION AGAINST CONTINGENT FEES
- 1.3.14 RESERVATION OF RIGHTS OF JEA
- 1.3.15 ETHICS
- 1.3.16 MODIFICATION OR WITHDRAWAL OF PROPOSALS
- 1.3.17 AVAILABILITY OF PROPOSAL AFTER OPENING
- 1.3.18 PROTEST OF RFP AND AWARD PROCESS
- 1.3.19 CERTIFICATION AND REPRESENTATIONS OF COMPANY

SECTION 2

2. CONTRACT TERMS AND CONDITIONS

2.1 CONTRACT DOCUMENT AND TERMS AND CONDITIONS

2.2 DEFINITIONS

- 2.2.1 DEFINITIONS
- 2.2.2 ACCEPTANCE
- 2.2.3 ADDENDUM / ADDENDA
- 2.2.4 ANNIVERSARY DATE
- 2.2.5 AWARD
- 2.2.6 CHANGE ORDER
- 2.2.7 COMPANY
- 2.2.8 COMPANY REPRESENTATIVE
- 2.2.9 COMPANY SUPERVISOR
- 2.2.10 CONTRACT
- 2.2.11 CONTRACT ADMINISTRATOR
- 2.2.12 CONTRACT DOCUMENTS
- 2.2.13 CONTRACT PRICE
- 2.2.14 CONTRACT TERM
- 2.2.15 DEFECT
- 2.2.16 HOLIDAYS
- 2.2.17 INVOICE
- 2.2.18 JEA
- 2.2.19 JEA REPRESENTATIVE
- 2.2.20 PERFORMANCE – ACCEPTABLE PERFORMANCE/PERFORMER
- 2.2.21 PERFORMANCE- TOP PERFORMANCE/PERFORMER
- 2.2.22 PERFORMANCE – UNACCEPTABLE PERFORMANCE/PERFORMER
- 2.2.23 PROPOSAL
- 2.2.24 PROPOSER
- 2.2.25 PURCHASE ORDER (PO)
- 2.2.26 REQUEST FOR PROPOSALS
- 2.2.27 SUBCONTRACTOR
- 2.2.28 TERM
- 2.2.29 UNIT PRICES
- 2.2.30 WORK OR SERVICES
- 2.3 CONTRACT DOCUMENTS
- 2.31 ORDER OF PRECEDENCE
- 2.4 PRICE AND PAYMENTS
 - 2.4.1 PAYMENT METHOD – TIME AND MATERIALS
 - 2.4.2 DISCOUNT PRICING
 - 2.4.3 INVOICING AND PAYMENT
 - 2.4.4 OFFSETS
 - 2.4.5 COST SAVINGS PLAN
 - 2.4.6 TAXES
- 2.5 WARRANTIES AND REPRESENTATIONS
 - 2.5.1 WARRANTY (PROFESSIONAL SERVICES)
- 2.6 INSURANCE, INDEMNITY AND RISK OF LOSS INSURANCE
 - 2.6.1 INSURANCE REQUIREMENTS
 - 2.6.2 INDEMNIFICATION
 - 2.6.3 RISKS AND PROPERTY
- 2.7 TERM AND TERMINATION
 - 2.7.1 TERM OF CONTRACT

2.7.2 TERMINATION FOR CONVICTION

2.7.3 TERMINATION FOR DEFAULT

2.8 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.8.1 CONFIDENTIALITY AND PUBLIC RECORD LAWS

2.8.2 INTELLECTUAL PROPERTY

2.8.3 PROPRIETARY INFORMATION

2.8.4 PUBLICITY AND ADVERTISING

2.8.5 OWNERSHIP OF DOCUMENTS AND EQUIPMENT

2.8.6 PATENTS AND COPYRIGHTS

2.8.7 WORK MADE FOR HIRE

2.9 LABOR

2.9.1 NONDISCRIMINATION

2.9.2 LEGAL WORKFORCE

2.9.3 PROHIBITED FUTURE EMPLOYMENT

2.9.4 HIRING OF OTHER PARTY'S EMPLOYEES

2.9.5 PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

2.9.6 COMPANY'S LABOR RELATIONS

2.10 COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF CONTRACT

2.10.1 REGULATORY COMPLIANCE

2.10.2 COMPANY REPRESENTATIVE

2.10.3 COMPANY REVIEW OF PROJECT REQUIREMENTS

2.10.4 LICENSES

2.10.5 BACKGROUND CHECKS

2.10.6 JEA ACCESS BADGES

2.10.7 SAFETY AND PROTECTIVE PRECAUTIONS

2.11 AUDIT AND VENDOR PERFORMANCE EVALUATION

2.11.1 RIGHT TO AUDIT AND FINANCIAL REPORTING

2.11.2 VENDOR PERFORMANCE EVALUATION

2.12 JEA RESPONSIBILITIES

2.12.1 COORDINATION OF SERVICES PROVIDED BY JEA

2.13 CHANGES IN THE WORK, CONTRACT TERM OR PRICE

2.13.1 SUSPENSION OF SERVICES

2.13.2 DELAYS

2.13.3 CHANGE IN SCOPE OF SERVICES

2.14 MISCELLANEOUS PROVISIONS

2.14.1 AMBIGUOUS CONTRACT PROVISIONS

2.14.2 AMENDMENTS

2.14.3 APPLICABLE STATE LAW, VENUE; SEVERABILITY

2.14.4 CUMULATIVE REMEDIES

2.14.5 ENTIRE AGREEMENT

2.14.6 EXPANDED DEFINITIONS

2.14.7 HEADINGS

- 2.14.8 INDEPENDENT CONTRACTOR
- 2.14.9 LANGUAGE AND MEASUREMENTS
- 2.14.10 MEETING AND PUBLIC HEARING
- 2.14.11 NEGOTIATED AGREEMENT
- 2.14.12 NONEXCLUSIVE
- 2.14.13 REFERENCES
- 2.14.14 VERIFIABILITY
- 2.14.15 SUBCONTRACTING OR ASSIGNING OF CONTRACT
- 2.14.16 SURVIVAL
- 2.14.17 TIME AND DATE
- 2.14.18 TIME OF ESSENCE
- 2.14.19 USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE
- 2.14.20 WAIVER OF CLAIMS
- 2.14.21 FORCE MAJEURE

SECTION 3

3. REQUIRED FORMS

3.1 FORMS

SECTION 4 SELECTION CRITERIA

SECTION 5 GROUP LIFE, AD&D AND DISABILITY INSURANCE MODEL

SECTION 6 BENEFIT PLAN DEVIATION

SECTION 7 RFP QUESTIONNAIRE and INTERROGATORIES

SECTION 8 PROPOSED PREMIUM and FEE EXHIBIT

SECTION 9 FINANCIAL and CLAIMS REPORTING PACKAGE

SECTION 10 REQUIRED INSURANCE CERTIFICATE



Group Life, AD&D and Disability Insurance Plan
RFP 079-17

OVERVIEW

This RFP is soliciting services for one (1) Life and AD&D Insurance Company and one (1) Disability Company to offer the Life and AD&D and Disability plans to the employees of the JEA.

The stated goals of the JEA through this RFP are:

- A. Requested RFP Group Life, AD&D and Disability Insurance Plan: Award one (1) Life and AD&D Insurance Company and Disability Company to offer the Life and AD&D and Disability plans to the employees of the JEA in a bundled package.

JEA is requesting a bundled benefit approach, however, if it is financially better to offer a stand-alone Life and AD&D and stand-alone Disability plans, JEA will entertain awarding to a winner for each benefit plan. JEA reserves the right to select a single bid winner on a bundled basis or two (2) bid winners on a stand-alone basis.

- B. Provide proposals for one (1) funding option: Fully Insured Provide competitive pricing for the requested plans.
- C. Provide multi-year premium rate guarantees for the requested services.
- D. Provide quality and effective plan administration.
- E. Provide excellent and timely client services.
- F. Provide excellent and timely member services.

Additional goals and objectives of this RFP can be found in the Purchasing and Contractual Requirements and General Provision in Section I of this RFP.

The following is a list of critical dates and events. Please make note of all listed dates and deadlines, as it is imperative each proposer adhere to these dates. All times are Eastern Time.

Deadline for questions and additional information	Friday, April 20, 2017, 12:00 pm ET
Proposal submission deadline:	Tuesday, May 9, 2017, 12:00 pm ET
Effective date of coverage:	January 1, 2018

In the event that any of the listed dates change, an addendum will be posted on JEA's website. In no event will the critical dates be changed to an earlier date than what is shown in the RFP. It is the Proposer's responsibility to monitor this website for Addenda prior to the date of submission of the proposal.

At no time during the active RFP process may any vendor, carrier representative or entity engaged in the RFP process for the JEA's Group Life, AD&D and Disability Plans contact any employee of the JEA or Gallagher Benefit Services, Inc. Any such contact will violate the integrity of the proposal process and

will require the violating vendor's proposal to be eliminated from this competition and any proposal submitted shall be deemed null and void.

ACCOUNT NAME: JEA Group Life, AD&D and Disability Plans Insurance Plans

PROPOSAL DELIVERY:

One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind the Group Life, AD&D and Disability Insurance Company.

2. Three (3) hard copies of the entire Response.
3. Three (3) scanned copies in Word of entire response, each on a thumb drive.
4. Copies should be placed in a sealed box with the RFP name and RFP number clearly lettered on at least two (2) sides of the box.

In addition, the RFP should be e-mailed in Word to Nickolas Dambrose, dambnc@jea.com. The Proposer shall be solely responsible for delivery of its Proposal. Proposals are due by the time and on the date listed above.

Electronic Submission: In addition to providing this information hard copy in your RFP proposal, it is mandatory that each proposer provide; the RFP requested Interrogatories/ Questionnaire in Section 6 and Premium Exhibits in Section 7 of your proposal electronically in Word format and forwarded by e-mail to Gallagher Benefit Services, Inc. In addition, you are required to provide this information hard copy in your RFP proposal. Please submit the electronic submission after the deadline date and time for the proposal to be returned to the JEA, but no later than 5:00 pm ET, the day following the deadline date.

Please email to:

Don Titcomb

Don_Titcomb@ajg.com

Angelica Rodriquez-Valdes

Angelica_Rodriguez-Valdes@ajg.com

CURRENT GROUP LIFE, AD&D AND DISABILITY INSURANCE COMPANY: Mutual of Omaha

TYPE OF CONTRACT: Fully Insured

CONTRIBUTIONS: Life and AD&D - Employer paid

Retiree Life and AD&D – Voluntary retiree paid

STD Disability - Voluntary employee paid

LTD Disability - JEA employees - Voluntary employee paid

SJRPP employees – Employer paid

OTHER PERTINENT INFORMATION

1. Please note that current carrier provides FMLA services on this account. Please provide FMLA services in your RFP response if you have that service available.

2. Each proposal should clearly outline the products and services being offered in the proposal.
3. Please itemize any additional pricing or plan costs that are not included in your standard proposal response. Non-disclosure of any additional pricing or plan costs will be assumed to be included in the premiums provided in the RFP response.
4. The format and numbering of the questions and forms in the RFP should not be altered or changed in any way. Any changes to the format or numbering of questions in this RFP may result in your proposal being considered non responsive and cause the lowering of the RFP scoring or disqualification of your proposal.



Section 1

Group Life, AD&D and Disability Insurance Plan

Solicitation



Group Life, AD&D and Disability Insurance Plan
RFP 079-17
SOLICITATION

1. REQUEST FOR PROPOSALS

1.1 BACKGROUND, SCOPE AND INVITATION

1.1.1 BACKGROUND

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is Florida's largest municipally owned utility and the seventh largest municipal in the United States. JEA's electric system currently serves more than 445,000 customers in Jacksonville and parts of three adjacent counties. JEA's water system serves more than 325,000 water customers and 250,000 sewer customers, which is more than eighty percent (80%) of all water and sewer utility customers in our service area.

SCOPE OF WORK

The JEA (“**Buyer**”) intends to contract with a Group Life, AD&D and Disability Insurance Company to provide the professional services described in this Request for Proposal (“**RFP**”). Companies interested in submitting a response to this RFP (a “**Proposal**”) should carefully review this RFP for instructions on how to respond and for the applicable contractual terms.

The JEA is Requested RFP Group Life, AD&D and Disability Insurance Plan: Award one (1) Life and AD&D Insurance Company and Disability Company to offer the Life and AD&D and Disability plans to the employees of the JEA in a bundled package.

JEA is requesting a bundled benefit approach, however, if it is financially better to offer a standalone Life and AD&D and standalone Disability plans, JEA will entertain awarding to a winner for each benefit plan. JEA reserves the right to select a single bid winner on a bundles basis or two (2) bid winners on a standalone basis.

Please note that current carrier provides FMLA services on this account. Please provide FMLA services in your RFP response if you have that service available with these plans.

This RFP is divided into the following sections:

- Section 1 Solicitation
- Section 2 Contract Terms and Conditions
- Section 3 Required Forms Section
- Section 4 Selection Criteria
- Section 5 Group Life, AD&D and Disability Insurance Model
- Section 6 Benefit Plan Deviations
- Section 7 RFP Questionnaire and Interrogatories

Section 8 Proposed Premium and Fee Exhibits
 Section 9 Financial and Claim Reporting Package
 Section 10 Required Insurance Certificate

Scope of Services

Each Proposer(s) must provide information to demonstrate their capabilities, past and present, in providing the following services:

- A. In accordance with Chapter 126, Part 3, of the Jacksonville Municipal Code, JEA is soliciting competitive proposals with this Request for Proposal (RFP), to provide a Voluntary Group Life, AD&D and Disability Insurance plan and other requested services for all fulltime employees, retirees and their eligible dependents.
- B. The effective date of this plan of benefits is to be January 1, 2018.
- C. Requested RFP Group Life, AD&D and Disability Insurance Plan: Award one (1) Life and AD&D Insurance Company and Disability Company to offer the Life and AD&D and Disability plans to the employees of JEA in a bundled package.

JEA is requesting a bundled benefit approach, however, if it is financially better to offer a standalone Life and AD&D and standalone Disability plans, JEA will entertain awarding to a winner for each benefit plan. JEA reserves the right to select a single bid winner on a bundles basis or two (2) bid winners on a standalone basis.

Please note that current carrier provides FMLA services on this account. Please provide FMLA services in your RFP response if you have that service available with these plans.

- D. Provide quality and effective Group Life, AD&D and Disability Insurance plan administration.
- E. Provide realistic and competitive premiums for the requested services.
- F. Proposer must be able to accept electronic submissions of enrollment and eligibility transferred by JEA via HIPAA secured files.
- G. Provide quality claims service and adjudication.
- H. Provide excellent and timely client and member services to JEA and its members.
- I. The Group Life, AD&D and Disability Insurance Company must use a unique member identifier other than Social Security numbers.
- J. Provide a large quality network of retail and ear care professionals with timely access for appointments and short wait periods for service.
- K. Provide a comprehensive premium and claims reporting package. This package at a minimum will report by benefit plan, total premiums paid, total paid claims, number of participating employees and dependents and utilization on a monthly basis.

- L. Provide the employees and covered dependents access to a dedicated and secure online web site to provide eligibility, claims payment information, network provider information and other information pertinent to JEA's employee benefit plans.
- M. Provide appropriate number of company representatives to assist JEA with educational seminars, health fairs, lunch and learns and other carrier related educational and promotion activities.
- N. The successful proposer is expected to provide prompt and professional member service. Each proposer should identify the location and staffing levels of the member service center that will provide service to JEA and their eligible membership. A member service "800" telephone number, internet and website access must be made available to JEA and its members.

1.1.3 TERM OF AGREEMENT

The initial term of agreement will commence upon execution of the Contract and will continue for a one (1) year period. JEA shall have the option to renew such agreement for up to (4) four additional years upon satisfactory performance for service and subsequent renewals by the Group Life, AD&D and Disability Insurance Company. The Contract is subject to early termination as set forth elsewhere in this RFP.

1.1.4 INVITATION - REQUEST FOR PROPOSAL

You are invited to submit a Proposal in response to the Request for Proposals noted below:

Request for Proposals (RFP) Title: Group Life, AD&D and Disability Insurance Plans

JEA RFP Number: 079-17

Proposal Due Date: May 9, 2017 12:00 P.M. EST- **ALL LATE PROPOSALS WILL BE RETURNED UNOPENED.**

One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind the Group Life, AD&D and Disability Insurance Company

Three (3) hard copies of the entire Response.

Three (3) scanned copies in Word of entire response, each on a thumb drive.

Copies should be placed in a sealed box with the RFP name and RFP number clearly lettered on at least two (2) sides of the box.

In addition, the RFP should be e-mailed in Word to Nickolas Dambrose, dambnc@jea.com. The Proposer shall be solely responsible for delivery of its Proposal. Proposals are due by the time and on the date listed above.

1.1.5 QUESTIONS

All questions must be submitted in writing to JEA Buyer listed below no later than **April 20, at 12:00 PM EST**. Questions received after this date and time will not be answered.

For Procurement Related Questions:

Buyer: NICKOLAS DAMBROSE

E-mail: DAMBNC@JEA.COM

For Technical Questions:

Contact: MARLA MURNAHAN

Email: MURNME@JEA.COM**SPECIAL INSTRUCTIONS**

The proposing Group Life, AD&D and Disability Insurance Company must satisfy the following mandatory minimum requirements in order to have their RFP responses evaluated. By submitting a Group Life, AD&D and Disability Insurance Proposal, the Company warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive:

The following are the minimum requirements and qualifications that your company must meet in order to be considered by JEA for this RFP. Proposers not meeting these minimum requirements and qualifications by the RFP deadline submission date will not be considered for this RFP. Evidence of the following requirements and qualifications must be addressed and information provided in your company's RFP proposal.

A Minimum Qualification Form is provided in Appendix A of this Solicitation.

- A. The proposing Group Life, AD&D and Disability Insurance Company and any subcontracted vendor offered by the proposing company must have all the necessary Florida State Licenses, filing registrations and/or certificates to offer the products and services requested in this RFP.
- B. The proposing company must have provided the services and products requested in this RFP in the State of Florida for at least five (5) years, ending December 31, 2015.
- C. The proposing company and all subcontractors must have, at a minimum, a current A.M. Best rating of A- or better as of December 31, 2016 or for the most current rating period. (If applicable)
- D. The proposing company and all subcontractors must have the at least the minimum insurance Limits as illustrated in this RFP. Insurance Certificates of Coverage should be provided in Section 8, Insurance Certificates, of your RFP proposal response. The proposer that is awarded this business will be required to provide an Insurance Certificate thirty (30) days prior to the effective date of Services and every year at renewal. Any insurance and/or indemnity deviation from the RFP shall affect the final scoring or your company's RFP response.
- E. Bidder must have successfully provided at least two (2) similar contracts in size, (2,500 employees) during the last five (5) years ending December 31, 2016.

A similar contract is defined as providing comprehensive Group Life, AD&D and Disability Insurance benefits for a company of at least 2,500 employees, as described in the scope of services. These references must include the reference Company name, contact person, phone number, email address and the scope of service details. JEA will contact and verify the supplied references.

- F. Electronic Submission: It is mandated that each proposer complete the Interrogatories Questionnaire in Section 6, and the Premium Exhibits in Section 7 in your proposal and electronically forward it in word format by e-mail to Gallagher Benefit Services, Inc. In addition, you are required to provide this information hard copy in your RFP proposal. **Please submit the electronic submission after the deadline date and time for the proposal to be returned to JEA.**

but no later than the Friday 5:00pm, following the deadline date. If your company fails to send the requested information electronically, your proposal shall be eliminated from this RFP competition.

- G. All pricing, costs, fees or any remuneration for the placement of this plan should be **Net of Commissions.**
- H. JEA will require the Group Life, AD&D and Disability Insurance Company to have the upcoming renewal complete and finalized six (6) months prior to the next renewal date. The renewal should be in written form and delivered to the attention of Marla Murnahan at JEAs Employee Benefits Department.

1.2.2 COMPETITIVE SEALED PROPOSALS

JEA will not Award this Contract on a price only basis, but will Award based on an evaluation of how well each Proposer meets the evaluation criteria listed herein. Price will never be weighted less than the highest non-price factor.

JEA will use the evaluation criteria listed in the section entitled "Selection Criteria" to evaluate the information contained in the Bid Documents submitted by each Proposer. Therefore, it is in the best interest of Proposers to provide informative, concise, well-organized technical and business information relative to the Work.

1.2.3 EVALUATION METHODOLOGY

JEA will use the "Selection Criteria" listed below to evaluate the Proposals. JEA may make its Award decision based solely upon the information submitted in the Proposals. JEA may also choose to have one or more Proposer make presentations to representatives of JEA. It is always in the best interest of the Proposer to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Proposal and in any subsequent submittals. **Please note, JEA may reject Proposals that request material changes or take exceptions to JEA commercial terms and conditions.** Material changes to the commercial terms and conditions can only be made by JEA prior to public opening of the Proposals.

1.2.4 SELECTION CRITERIA

COMPETENCE OF GROUP LIFE, AD&D AND DISABILITY INSURANCE COMPANY AND COMPANY REPRESENTATIVES. Including professional and/or technical education and training; experience in the kind of projects to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide names and resumes of all individuals to be assigned to this project. List previous projects similar to the one in the RFP, which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field to which they are assigned for this project. **(15 points maximum score)**

CURRENT WORKLOAD AND ABILITY TO IMPLEMENT JEA AS A NEW BUSINESS ACCOUNT. Provide the number and size of the projects currently being performed. Discuss your company's ability to successfully add the new client the size of JEA to your block of business. Confirm that your company can successfully implement JEA effective January 1, 2018 and the ability of your company to have representatives at JEA's Open Enrollment in November 2016. **(10 points maximum score)**

FINANCIAL RESPONSIBILITY AND STABILITY. Describe form of business your company is organized under, i.e., proprietorship, partnership, corporation; years in business; changes in ownership past, present, pending and/or threatened legal proceedings within any forum; and any other information the Contractor may wish to supply to demonstrate financial responsibility. Provide information on your company's A. M. Best rating as well as Standard & Poor, Moody's and Fitch rating. Failure to provide all listed information and documentation will result in score less than maximum for this criterion. **(10 points maximum score)**

LOCAL PRESENCE Please provide information on other clients you have in the Northeast Florida area. How many clients, how long have you had them, number of years your company has been in the Jacksonville Marketplace. **(5 points maximum score)**

GROUP LIFE, AD&D AND DISABILITY BENEFIT OFFERING. Show how closely your company has presented the current benefits that are comparable to the benefit model requested in this RFP and the Group Life, AD&D and Disability Insurance benefits that are currently being offered to JEA employees. **(15 points maximum score)**

CLAIM ADJUDICATION, TIMING ACCURACY AND SERVICE RESPONSE. Please provide information about your company's claims adjudication, percentage of accuracy, timely claims processing and grievance procedures. **(10 points maximum score)**

QUOTATION OF EMPLOYEE PREMIUMS, JEA RATES, OR FEES PROPOSED BY THE GROUP LIFE AD&D AND DISABILITY INSURANCE COMPANY. Illustrate the Company's competitiveness on benefit plan premium and rates as proposed in this RFP. Overall competitiveness of individual premiums, monthly and annual costs are the main factor of this criteria. **(20 points maximum score)**

PREMIUM RATE GUARANTEES. Please provide your company's period of premium or rate guarantees or rate caps as it relates to the premium and rates your company has offered in this RFP response. Please express your premium and rate guarantees in months. 12, 24, 36, 48, 60 months **(15 Points maximum score)**

Proposer will be required to sufficiently document its responses to each evaluation criterion. Failure to provide complete and accurate information for each of the above Evaluation Criteria will result in lower scores.

2.5 TIE

In addition to the above, JEA has a database evidencing the amount of work previously given to each company. Said criteria will be considered in the event of a tie. In order for new companies to be given opportunity to work with JEA, extra points shall be given to those companies who have not done business with JEA in the past.

1.2.6 NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award ONE (1) Contract(s) for the Work. JEA reserves the right to Award more than one Contract based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest to do so.

1.2.7 REQUIRED FORMS TO SUBMIT WITH PROPOSAL

To submit a Proposal in response to this RFP, all of the following forms must be completed and submitted as part of the Proposal. The Proposer must obtain the required forms, other than the Minimum

Qualification Form, by downloading them from JEA.com. If the Proposer fails to complete or fails to submit one or more of the following forms, the Proposal shall be rejected.

The following forms are required to be submitted:

- Minimum Qualification Form - This form can be found in Appendix A of this Solicitation.
- Proposal Form - This form can be found in Appendix B of this Solicitation.
- Premium and Fees Form

If the above listed forms are not submitted with the Proposal by the Proposal Due Time and Date, JEA shall reject the Proposal.

JEA may also requests the following documents to be submitted prior to Contract execution. A Proposal will not be rejected if these forms are not submitted at the Proposal Due Time and Date. However, failure to submit these documents prior Contract execution could result in Proposal rejection.

- List of Subcontractors/Shop Fabricators (if applicable)
- Conflict of Interest Certificate Form - This form can be found on JEA.com
- Insurance Certificate -9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals as required by the Technical Specifications

1.3 GENERAL INSTRUCTIONS

1.3.1 SUBMITTING THE PROPOSAL

The Proposer shall submit their proposal electronically via email in Word to Nickolas Dambrose, dambnc@jea.com and to Don Titcomb, don_titcomb@ajg.com. The Proposer shall be solely responsible for delivery of its Proposal.

1.3.2 COMPLETING THE PROPOSAL

Proposers shall submit their Proposals and any enclosed documents attached to this RFP with responses typewritten or written in ink. Proposers should refer to the Special Instructions of this RFP to review specific items which may be required with the submittal of the Proposal. The Proposer, or its authorized agent or officer of the firm, shall sign the Proposal. Failure to sign the Proposal may disqualify the Proposal. JEA-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Proposal. Failure to authenticate changes may disqualify the Proposal. JEA may disqualify any Proposals that deviate from the requirements of this RFP, and those that include unapproved exceptions, amendments, or erasures.

1.3.3 FORMAT/CONTENT OF RESPONSES

Formatting of Proposal: All companies submitting a response to the Group Life, AD&D and Disability Insurance Plans RFP should submit their proposals in the following format with specific sections as follows:

Cover Letter

- Section 1: Required Forms
- Section 2: Proof of Minimum Requirements
- Section 3: RFP Selection Criteria
- Section 4: Group Life, AD&D and Disability Insurance Plan Models
- Section 5: Listing of All Plan Deviations
- Section 6: Interrogatories/Questionnaire
- Section 7: Proposed Premium and Fee Exhibits
- Section 8: Insurance Certificates

- A. Responses should be prepared simply and economically, providing a straightforward, concise description of the Group Life, AD&D and Disability Insurance Company's ability to provide services sought by the RFP. Unnecessary brochures, artwork, expensive paper, and presentation aids are discouraged. Bindings and covers will be at Proposers discretion.
- B. When responding to specific questions, please reprint each question in its entirety before the response.
- C. Responses shall be in ink or typewritten. All corrections must be initialed.
- D. Response shall be limited to a page size of 8½" x 11". Font size less than 11-points is discouraged. The Response shall be indexed and all pages sequentially numbered.
- E. Except as may be specifically requested in the Response Format, the Group Life, AD&D and Disability Insurance Company may not impose any additional terms or conditions to any aspect of the RFP. Buyer objects to and shall not be required to consider any additional terms or conditions submitted by the Group Life, AD&D and Disability Insurance Company, including any appearing in the Response. In submitting a Response, the Group Company agrees that any additional terms or conditions shall have no force or effect. Any failure to comply with the terms and conditions of the RFP, including those specifying information that must be submitted with a Response, may result in rejection of the Response. If the Company desires a change or clarification to the terms or conditions of the RFP, the company must follow the process set forth in Section 2.2 ("Questions and Requests for Amendments").
- F. Unless otherwise requested by the Buyer, the Group Life, AD&D and Disability Insurance Company should make only one proposal for each RFP item. Multiple offerings, alternates (unless any are specifically requested by Buyer) and/or stipulations may be cause for rejection of a Response.
- G. Price offerings shall be inclusive of all costs (including but not limited to administrative cost for submission of all required paperwork on Buyer's behalf and any other costs) and will be the only compensation given to the Group Life, AD&D and Disability Insurance Company for the required services herein.
- H. All costs, fees or any remuneration for the placement of this plan should be Net of Commissions.
- I. All prices submitted under the RFP shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected Proposals will be considered non-responsive for the corrected item(s) only, and may render the entire Response as nonresponsive.

- J. Failure to sign any form requiring a signature may be grounds for rejecting or reducing the points awarded to a response.

1.3.4 Submission of Responses

- A. The location and deadline for submitting Responses is set forth in Section 1 of the RFP. The Group Life, AD&D and Disability Insurance Company is fully responsible for meeting these requirements. Reliance upon mail or public carrier is at the Group Company's risk. Late Proposals will not be considered.

- B. Proposer shall submit:

One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind the Group Life, AD&D and Disability Insurance Company.

- Three (3) hard copies of the entire Response.
- Three (3) scanned copies in Word of entire response, each on a thumb drive.
- Copies should be placed in a sealed box with the RFP name and RFP number clearly lettered on at least two (2) sides of the box.

In addition, the RFP should be e-mailed in Word to Nickolas Dambrose, dambnc@jea.com. The Proposer shall be solely responsible for delivery of its Proposal. Proposals are due by the time and on the date listed above. **ALL LATE PROPOSALS WILL BE RETURNED TO BIDDER UNOPENED.**

In addition to providing this information hard copy in your RFP proposal, it is mandatory that each proposer provide; the RFP requested Interrogatories/ Questionnaire in Section 6 and Premium Exhibits in Section 7 of your proposal electronically in Word format and forwarded by e-mail to Gallagher Benefit Services, Inc. In addition, you are required to provide this information hard copy in your RFP proposal. Please submit the electronic submission after the deadline date and time for the proposal to be returned to JEA, but no later than 5:00 pm ET, the day following the deadline date.

Please e-mail to:

Don Titcomb

don_titcomb@ajg.com

Angelica Rodriquez-Valdez

angelica_rodriques-valdez@ajg.com

ADDENDA

JEA may issue Addenda prior to the Proposal opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Proposer shall be responsible for ensuring it has received all Addenda prior to submitting its Proposal and shall acknowledge receipt of all Addenda by indicating where requested on the Proposal Form. JEA will post all Addenda when issued online at jea.com. The Proposer must obtain Addenda from JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Proposer to ensure it has received and incorporated all Addenda into its Proposal. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Proposal.

1.3.5 CONFLICT OF INTEREST

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to bid or request for proposals, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Proposer, and Proposer shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Proposer may have over another.

1.3.6 SUBCONTRACTORS

The Company shall list the names of all Subcontractors and sub-suppliers/shop fabricators that it plans to utilize for the performance of the Work. All subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Proposal shall result in rejection of Company's Proposal. The Company shall not use Subcontractors and sub-suppliers/shop fabricators other than those shown on the Subcontractor form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Company plans to use Subcontractors or sub - supplier/shop fabricators to perform over fifty percent (50%) of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the Proposal Due Date. Failure to obtain JEA approval will disqualify the Company and result in rejection of Company's Proposal.

1.3.7 CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Proposer with the Contract Documents. Unless expressly waived by JEA, the successful Proposer shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Proposer fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Proposer, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Proposal or Bid and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

1.3.8 DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.3.9 EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Proposal and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Bidder becomes privy to information not available to the other Proposers. Social contact between Proposers and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Proposal. Any questions or clarifications concerning a Solicitation must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Proposers.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at www.jea.com.

1.3.10 JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.3.11 PUBLIC RECORDS AND SUNSHINE LAW

General

Article I, section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public records and available for public inspection unless specifically exempt by law.

Responses to this Solicitation are exempt until such time as JEA announces its intent to make an award or until thirty (30) calendar days after JEA opens the bids, proposals or final replies, whichever is earlier.

Redacted Submissions

If a Proposer believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Laws, Proposer must (1) clearly segregate and mark the specific sections of the document, data or records as Confidential, (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the Redacted Copy). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Bidder's name, and shall be clearly titled Redacted Copy. Proposer should only redact those portions of records that Proposer claims are specifically exempt from disclosure under Florida's Public Records Laws. If Proposer fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Proposer that such an assertion has been made. It is Proposer's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Proposer's redacted information under legal process, JEA shall give Proposer prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). Proposer shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this Solicitation, Proposer agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to Proposer's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

1.3.12 PROHIBITION AGAINST CONTINGENT FEES

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Company, or an independent sales representative under contract to the Company, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Company, other than a bona fide employee working solely for the Company, or an independent sale representative under contract to the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.3.13 RESERVATIONS OF RIGHTS TO JEA

The Solicitation provides potential Companies with information to enable the submission of written offers. The Solicitation is not a contractual offer or commitment by JEA to purchase products or services.

Proposals shall be good for a period of ninety (90) days following the opening of the Proposals.

JEA reserves the right to reject any or all Proposals, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Proposals that it deems incomplete, obscure or irregular including, but not limited to, Proposals that omit a price on any one or more items for which prices are required, Proposals that omit Unit Prices if Unit Prices are required, Proposals for which JEA determines that the Proposal is unbalanced, Proposals that offer equal items when the option to do so has not been stated, Proposals that fail to include a Bid Bond, where one is required, and Proposals from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this Solicitation at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Proposals at any time prior to the time announced for the opening of Proposals. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.3.14 ETHICS (RFP)

By signing the Proposal, the Proposer certifies this Proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Proposal for the same Work other than as a Subcontractor or supplier, and that this Proposal is made without outside control, collusion, fraud, or other illegal or unethical actions. The Proposer shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Proposer shall submit only one Proposal in response to this RFP. If JEA has reasonable cause to believe the Proposer has submitted more than one Proposal for the same Work, other than as a Subcontractor or sub-supplier, JEA shall disqualify the Proposal and may pursue debarment actions.

The Company shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Proposal by completing and submitting the Conflict of Interest Certificate Form found at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Proposal. If JEA has reason to believe that collusion exists among the Companies, JEA will reject any

and all Proposals from the suspected Company and will proceed to debar Company from future JEA Awards in accordance with the JEA Purchasing Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees or companies in which a JEA officer or employee has a financial interest. JEA shall reject any and all Proposals from JEA officers or employees as well as any and all Proposals in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA will reject Proposals from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Company listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

If the Company violates any requirement of this clause, the Proposal may be rejected and JEA may debar offending companies and persons.

1.3.15 MODIFICATION OR WITHDRAWAL OF PROPOSALS

The Proposer may modify or withdraw its Proposal at any time prior to the Proposal Due Date and Time by giving written notice to JEA's Chief Purchasing Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after Proposal Due Date and Time. The Proposer shall not modify or withdraw its Proposal from time submitted and for a period of 90 days following the opening of Proposals.

1.3.16 AVAILABILITY OF PROPOSALS AFTER OPENING

In accordance with the Florida Public Records Law, Florida Statute, Chapter 119, copies of all proposals are available for public inspection thirty (30) days after the opening of Proposals or on the date of Award announcement, whichever is earlier. Proposers may review opened Proposals once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of proposal opening results at www.jea.com.

1.3.17 PROTEST OF RFP AND AWARD PROCESS

Companies shall file any protests regarding this RFP in writing and in accordance with the JEA Procurement Code, as amended from time to time. JEA Procurement Code is available online at jea.com.

1.3.18 CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting a proposal, the Proposer certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of Solicitation prior to submitting its Proposal. Where the Proposer visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Proposer shall comply with all safety requirements described in the Proposal and shall be prepared to show proof of a minimum of \$1 million of general liability insurance or the amount specified in this Solicitation (whichever is greater).

- B. That every aspect of the Proposal and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- C. That the individual signing the Proposal is a duly authorized agent or officer of the firm. Proposals submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Proposal is submitted by a partnership, the Proposal must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Proposal, satisfactory evidence of authority to sign must be submitted upon request by JEA.
- D. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to Award.
- E. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to contractor's license and occupational licenses necessary to perform the Work. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall immediately notify JEA of status change.
- F. That it has read, understands and will comply with these instructions and the Section titled Ethics.



Section 2

Group Life, AD&D and Disability Insurance Plan

Contract Terms and Conditions



Group Life, AD&D and Disability Insurance Plan
FP 079-17

CONTRACT TERMS AND CONDITIONS

2 CONTRACT TERMS AND CONDITIONS

2.1 CONTRACT DOCUMENT AND TERMS AND CONDITIONS

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract Terms provided in Section 2; and the Technical Specifications provided in Section 3. An example of the Contract that the Company will be required to execute is available for review at jea.com.

2.2 DEFINITIONS

2.2.1 DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" part may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2 ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified for an individual service has been completed to JEA to JEA's satisfaction. If Company does not receive a written notice from JEA within sixty (60) days from completion of the service, the service will be deemed to have reached Acceptance. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of the services. Acceptance is only applicable to the entirety of service as specified in the Contract or Purchase Order. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3 ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

2.2.4 ANNIVERSARY DATE

The twelve (12) month period beginning on the effective date of the Contract, and each subsequent twelve (12) month period that the Contract is in effect.

2.2.5 AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is

approved, JEA will either issue a Purchase Order or execute a Contract with the successful bidder or proposer.

2.2.6 CHANGE ORDER

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Term. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the Work included in the Change Order. A Change Order that involves material changes to the Contract may result in a Contract Amendment.

2.2.7 COMPANY

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor, Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

2.2.8 COMPANY REPRESENTATIVE

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

2.2.9 COMPANY SUPERVISOR

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

2.2.10 CONTRACT

An agreement between JEA and a Company, signed by both parties. Once a Contract is executed, a Purchase Order will be issued by JEA to the Company as its Notice to Proceed with the Work. The Contract shall not be altered without an executed Contract Amendment or JEA issued Change Order.

2.2.11 CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.12 CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" or "Agreement" means the executed Contract Document and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

2.2.13 CONTRACT PRICE

The total amount payable to the Company under the Contract, as set forth in the Contract Documents. Also referred to as the Maximum Indebtedness.

2.2.14 CONTRACT TERM

The number of calendar days or the period of time from when the written Purchase Order is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

2.2.15 DEFECT

Servicer or Work that fails to meet the requirements of the Contract Documents.

2.2.16 HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.2.17 INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the payee name and address.

2.2.18 JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

2.2.19 JEA REPRESENTATIVES

The Contract Administrator, Contract Administrator's Representative, or, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Contract under the authority of the Contract Administrator.

2.2.20 PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

2.2.21 PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

2.2.22 PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

2.2.23 PROPOSAL

The document describing the Company's qualifications to verify it complies with the requirements of the RFP.

2.2.24 PROPOSER

The respondent to this RFP.

2.2.25 PURCHASE ORDER (PO)

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front of the document, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and states the dollar amount of the lawfully appropriated funds. The Purchase Order is the only document that authorizes changes to the total dollar amount of the Contract.

2.2.26 REQUEST FOR PROPOSALS

The document (which may be electronic) issued by the JEA Procurement Department to solicit Proposals from Companies that includes, but is not limited to, the Minimum Qualifications Form, samples of contract documents and Addenda. Also referred to as the Solicitation.

2.2.27 SUBCONTRACTOR

A provider of services performing Work under contract for the Company.

2.2.28 TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.29 UNIT PRICES

The Proposer's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work or Services as defined in the Quotation of Rates submitted by the Proposer.

2.2.30 WORK OR SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3 CONTRACT DOCUMENTS

2.3.1 ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Solicitation including, but not limited to, the executed Bid Document(s), which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parole or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendments
- Executed Contract Document
- Purchase Order

- Addenda to JEA Solicitation
- Drawings associated with JEA Solicitation
- Exhibits and Attachments to JEA Solicitation
- Technical Specifications associated to JEA Solicitation
- JEA Solicitation
- Bid Document
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.4 PRICE AND PAYMENTS

2.4.1 PAYMENT METHOD - TIME AND MATERIALS

The Company shall submit to JEA an Invoice once a month for payment of all fees and expenses incurred during that month by the Company in performing the Work. JEA may elect to make a partial payment or no payment if JEA determines, at its sole discretion, and after due consideration of relevant factors, that either all, or part of the Work being invoiced is not in accordance with the Contract Documents.

2.4.2 DISCOUNT PRICING (Not applicable)

EA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- 1% 20, net 30
- 2% 10, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until accepted by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

2.4.3 INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following address:

JEA Accounts Payable
P.O. Box 4910
Jacksonville, FL 32201-4310

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within twenty (20) calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within ten (10) days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within ten (10) days of determination or written notice.

2.4.4 OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.4.5 COST SAVINGS PLAN

During the term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company. JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan.

2.4.6 TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

2.5 WARRANTIES AND REPRESENTATIONS

2.5.1 WARRANTY (PROFESSIONAL SERVICES)

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Services.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of this Contract and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the functional and performance requirements defined in the Contract.

The Company warrants all Work for a period of one year following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one year after Work is accepted, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

2.6 INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1 INSURANCE REQUIREMENTS

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, and Independent Contractors; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

Professional Liability

Errors & Omissions; Insurance Limits: \$3,000,000 each claim and \$6,000,000 annual aggregate

Company's Commercial General Liability, Excess or Umbrella Liability, and Professional Liability policies

shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and it is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA for all coverage except Workers' Compensation, Employer's Liability, and Professional Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its Subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any Subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Company for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit Subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

INDEMNIFICATION

2.6.2.1 INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless, defend, and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.3 RISKS AND PROPERTY

Ownership, risks of damage to or loss of the items shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

2.7 TERM AND TERMINATION

2.7.1 TERM OF CONTRACT

This Contract shall commence on the effective date of the Contract, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for One (1) year, with Four (4) renewals, or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole option to renew the Contract.

This Contract, after the initial year shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

2.7.2 TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2.7.3 TERMINATION FOR DEFAULT

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents.
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality.
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA;
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such

completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

2.8 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.8.1 CONFIDENTIALITY AND PUBLIC RECORD LAWS

2.8.2

Access to Public Records

All documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from section 24(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

Redacted Copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data or records as Confidential, (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data or records (the Redacted Copy). The Redacted Copy shall contain JEA's Contract name and number, and shall be clearly titled Redacted Copy. Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data or other records it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted

information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information

The Company shall protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform the service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA

Attn: Public Records

21 West Church Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

2.8.3 INTELLECTUAL PROPERTY

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without

limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

2.8.4 PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

2.8.5 PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

2.8.6 OWNERSHIP OF DOCUMENTS AND EQUIPMENT

The Company agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Company

under this Agreement, are to become the property of JEA. Company and JEA agree that said Works shall be considered as works made for hire under the United States Copyright laws. JEA shall have the absolute and exclusive right to own and use all said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Company for additional compensation.

2.8.7 PATENTS AND COPYRIGHTS

In consideration of ten dollars (\$10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or not copyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

2.8.8 WORK MADE FOR HIRE

With the exception of Company's pre-existing intellectual capital and third-party intellectual capital as described in Intellectual Property, as stated herein, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any project generated by the Work including, but not limited to, software, source code, reports, deliverable, or work product developed by the Company specifically for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the "work made for hire", or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

2.9 LABOR

2.9.1 NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.9.2 LEGAL WORKFORCE

JEA shall consider the employment, by Company, of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

2.9.3 PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited

from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.9.4 HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Contract.

2.9.5 PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language. Subsequent to the execution of this Contract, Company shall notify the JEA Contract Administrator in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's proposal to manage or perform Services under this Contract. The JEA Contract Administrator shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Contract Administrator, Company shall submit for approval of the JEA Contract Administrator, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Contract Administrator shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Contract Administrator's approval at no cost to JEA.

2.9.6 COMPANY'S LABOR RELATIONS

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

2.10 COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.10.1 REGULATORY COMPLIANCE

Company shall comply with applicable regulations and must commit to complying with all regulatory requirements as per the business requirements as they perform functions or activities on behalf of, or provides certain services to the covered entity (JEA) that involve access by the Company to protected health information. Following conditions will apply to a successful contract:

- Document and Implement required uses and disclosures of protected health information by the business associate;
- Company shall not use or further disclose the information other than as permitted or required by the contract or as required by law;
- Company shall implement appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to electronic protected health information;
- Company shall report to the covered entity any use or disclosure of the information not provided for by its contract, including incidents that constitute breaches of unsecured protected health information;
- Company shall disclose protected health information as specified in its contract to satisfy a covered entity's obligation with respect to individuals' requests for copies of their protected health information, as well as make available protected health information for amendments (and incorporate any amendments, if required) and accountings;
- Company shall carry out a covered entity's obligation under the Privacy Rule, require the contractor to comply with the requirements applicable to the obligation;
- Company shall make available to HHS its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the contractor on behalf of, the covered entity for purposes of HHS determining the covered entity's compliance with the HIPAA Privacy Rule;
- At termination of the contract, if feasible, the Company shall return or destroy all protected health information received from, or created or received by the Company on behalf of, the covered entity;
- Company shall ensure that any subcontractors it may engage on its behalf that will have access to protected health information agree to the same restrictions and conditions that apply to the Company with respect to such information; and
- Authorize termination of the contract by the covered entity if the Company violates a material term of the contract. Contracts between Company and its business associates that are subcontractors are subject to these same requirements.

2.10.2 COMPANY REPRESENTATIVES

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.10.3 COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.10.4 LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.10.5 BACKGROUND CHECKS

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work or who will have access to JEA's computer systems, either through on-site or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

- Social Security Number (SSN) Trace;
- Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);
- Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
- Background checks which may be required pursuant to applicable background screening policies adopted by JEA from time to time.

The background screening must be conducted prior to the employee providing any services or performing any work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance with JEA standards. If, at any time, the Company discovers that an individual providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

2.10.6 JEA ACCESS BADGES

If the scope of work described in this Contract requires a Company to access JEA facilities, each Company employee shall apply for a JEA access badge through JEA's Security Department. An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com. Finally, JEA does not allow Company employees to share JEA access badges. A Company, whose employees are found to be sharing JEA access badges, will result in the Contract being terminated immediately for default. Additionally, JEA shall be notified within six (6) hours of a lost or stolen JEA security badge or when an employee leaves the Company. Report badge termination notifications to JEA Security at (904) 665-8200.

2.10.7 SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

2.11 AUDIT AND VENDOR PERFORMANCE EVALUATION

2.11.1 RIGHT TO AUDIT AND FINANCIAL REPORTING

Upon JEA's requests, the Company agrees to allow JEA to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let JEA personnel, or their qualified representative access the records at Company's office, with three days written notice, for a reasonable period, not less than five days, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, and no Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two weeks thereafter. The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

2.11.2 VENDOR PERFORMANCE EVALUATION

2.11.3

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such Proposal shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.12 JEA RESPONSIBILITIES

2.12.1 COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

2.13 CHANGES IN THE WORK, CONTRACT TERM OR PRICE

2.13.1 SUSPENSION OF SERVICES

JEA may suspend the performance of the Services rendered by providing Company with five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of Services for reasons other than the Company's negligence or failure to perform, shall not affect the Company's compensation as outlined in this Agreement.

2.13.2 DELAYS

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

2.13.3 CHANGE IN SCOPE OF SERVICES

From time to time, JEA may direct changes and modifications in the scope of the services, as contained in the Contract Documents, to be performed under this Contract as may be necessary to carry out the purpose of this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional services in accordance with its professional fees and expenses under the terms of this Contract. Such changes shall be in the form of a written amendment to this Contract reflecting, as appropriate, an amendment to the Work rendered and adjustment to Company's professional

fees, including an extension to the duration of this Contract, as well as the maximum indebtedness of JEA. Maximum indebtedness is the maximum total cost that may be paid to the Company hereunder, including travel related costs, per year during the initial term of the Contract for the Work rendered under the terms of this Contract. The JEA Representative directly responsible for each project will make the final determination as to whether any compensable change exists.

2.14 MISCELLANEOUS PROVISIONS

2.14.1 AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

2.14.2 AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Procurement and the Company Representative, or each of their duly authorized representatives.

2.14.3 APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.14.4 CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.14.5 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.14.6 EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.14.7 HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.14.8 INDEPENDENT CONTRACTOR

Company is performing this Contract as an independent contractor and nothing in this Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.14.9 LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.14.10 MEETINGS AND PUBLIC HEARINGS

The Company will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

2.14.11 NEGOTIATED AGREEMENT

Except as otherwise expressly provided, all provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in the Agreement shall not be construed against the party who physically prepared this Agreement.

2.14.12 NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Work, and/or JEA may self-perform the Work itself.

2.14.13 REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.14.14 SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.14.15 SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.14.16 SURVIVAL

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

2.14.17 TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.14.18 TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

2.14.19 USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

Where the City of Jacksonville's or its other independent agencies' or political subdivisions' procurement codes all use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities.

2.14.20 WAIVER OF CLAIMS

A delay or omission by JEA hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

2.14.21 FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-

performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

(End of Section 2 - Remainder of page intentionally left blank)



Section 3

Group Life, AD&D and Disability Insurance Plan

Required Forms



Group Life, AD&D and Disability Insurance Plan
RFP 079-17

REQUIRED FORMS

3 REQUIRED FORMS

3.1 FORMS

Forms required to be submitted with this solicitation are provided in Appendix A or can be obtained on the JEA website at www.jea.com.

If the Group Life, AD&D and Disability Insurance Company (i) has questions about the RFP, (ii) finds discrepancies, omissions or ambiguities in the RFP, or (iii) believes any term or condition of the RFP is unreasonable, the Group Vision Insurance Company should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that the Insurance Company recommends using.

All requests for amendment must be submitted to the Contact Person:

For Procurement Related Questions:

Buyer: NICKOLAS DAMBROSE

E-mail: DAMBNC@JEA.COM

For Technical Questions:

Contact: MARLA MURNAHAN

Email: MURNME@JEA.COM

In writing (via e-mail,) and, unless otherwise specified in the RFP, be received by the Contact Person no later than 12:00 Noon, Tuesday, April 11, 2017. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that the Group Life, AD&D and Disability Insurance Company understands and agrees to the provisions of the RFP.

The posting of a written amendment is the only official method by which interpretations, clarifications, changes or additional information will be given by Buyer prior to the opening of Proposals. Any other interpretation, clarification, change or information will have no legal effect.

Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Proposal Due Date and the Contract award date. Notice of all amendments and cancellations will be posted on Buyer's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). The Insurance Company is responsible for monitoring this website for new or changing information.

APPENDIX A – FORM 1

MINIMUM QUALIFICATION INFORMATION

GENERAL

The minimum qualifications shall be submitted in the format attached. The report shall be presented in the order described below. In order to be considered a qualified supplier by JEA you must meet all the criteria listed and be able to provide all the services listed in this specification.

The supplier must complete one (1) original and three (3) duplicate (copy) of the following information and any other information or attachments.

TITLE: Request for qualifications for one (1) Medical ASO or TPD, with PBM services and Stop Loss Insurance to administer various medical plans for the employees and retirees of the JEA.

PROPOSER INFORMATION
COMPANY NAME:
BUSINESS ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE:
FAX:
E-MAIL:

Bidder must have successfully completed three (3) similar contracts in the last five (5) years ending December 31, 2016. A similar contract is defined as providing third party administrative services for employers with a self-funded medical plan and at least 1500 employees as described in Appendix A – Technical Specifications.

ONE
PRIMARY NATURE OF SERVICE PROVIDED
COMPANY NAME
ADDRESS
CONTACT PERSON
PHONE NUMBER
EMAIL ADDRESS
ANNUAL COST
NUMBER OF EMPLOYEES
DESCRIPTION OF PROJECT

TWO
PRIMARY NATURE OF SERVICE PROVIDED
COMPANY NAME
ADDRESS
CONTACT PERSON
PHONE NUMBER
EMAIL ADDRESS
ANNUAL COST
NUMBER OF EMPLOYEES
DESCRIPTION OF PROJECT

THREE
PRIMARY NATURE OF SERVICE PROVIDED
COMPANY NAME
ADDRESS
CONTACT PERSON
PHONE NUMBER
EMAIL ADDRESS
ANNUAL COST
NUMBER OF EMPLOYEES
DESCRIPTION OF PROJECT



Section 4

Group Life, AD&D and Disability Insurance Plan

Selection Matrix



Group Life, AD&D and Disability Insurance Plan
RFP 079-17
EVALUATION METHODOLOGY

JEA will not Award this Contract on a price only basis, but will Award based on an evaluation of how well each Proposer meets the evaluation criteria listed herein. Price will never be weighted less than the highest non-price factor.

JEA will use the evaluation criteria listed in the section entitled "Selection Criteria" to evaluate the information contained in the Bid Documents submitted by each Proposer. Therefore, it is in the best interest of Proposers to provide informative, concise, well-organized technical and business information relative to the Work.

The Professional Selection Committee shall determine qualifications, interest and availability by reviewing all written Proposals received that express an interest in performing these services, and when deemed necessary in the sole discretion of the Selection Committee, by conducting formal interviews of selected proposers that are determined to be the best qualified based upon the evaluation of written Proposals. The determinations shall be based upon the following criteria, and proposers are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to the other Proposals received and will be awarded a score of 1 through 10 points. Proposers are encouraged to arrange their Proposals in a format that will offer ready review and evaluation of each criterion.

COMPETENCE OF GROUP LIFE, AD&D AND DISABILITY INSURANCE COMPANY AND COMPANY REPRESENTATIVES. Including professional and/or technical education and training; experience in the kind of projects to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide names and resumes of all individuals to be assigned to this project. List previous projects similar to the one in the RFP, which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field to which they are assigned for this project. **(15 points maximum score)**

CURRENT WORKLOAD AND ABILITY TO IMPLEMENT JEA AS A NEW BUSINESS ACCOUNT. Provide the number and size of the projects currently being performed. Discuss your company's ability to successfully add the new client the size of JEA to your block of business. Confirm that your company can successfully implement the JEA effective January 1, 2018 and the ability of your company to have representatives at JEA's Open Enrollment in November 2016. **(10 points maximum score)**

LOCAL PRESENCE Please provide information on other clients you have in the Northeast Florida area. How many clients, how long have you had them, number of years your company has been in the Jacksonville Marketplace. **(5 points maximum score)**

GROUP LIFE, AD&D AND DISABILITY BENEFIT OFFERING. Show how closely your company has presented the current benefits that are comparable to the benefit model requested in this RFP and the Group Life, AD&D and Disability Insurance benefits that are currently being offered to the JEA employees. **(15 points maximum score)**

CLAIM ADJUDICATION, TIMING ACCURACY AND SERVICE RESPONSE. Please provide information about your company's claims adjudication, percentage of accuracy, timely claims processing and grievance procedures. **(10 points maximum score)**

QUOTATION OF EMPLOYEE PREMIUMS, JEA RATES, OR FEES PROPOSED BY THE GROUP LIFE AD&D AND DISABILITY INSURANCE COMPANY. Illustrate the Company's competitiveness on benefit plan premium and rates as proposed in this RFP. Overall competitiveness of individual premiums, monthly and annual costs are the main factor of this criteria. **(20 points maximum score)**

PREMIUM RATE GUARANTEES. Please provide your company's period of premium or rate guarantees or rate caps as it relates to the premium and rates your company has offered in this RFP response. Please express your premium and rate guarantees in months. 12, 24, 36, 48, 60 months **(15 Points maximum score)**

Proposer will be required to sufficiently document its Proposals to each evaluation criterion. Failure to provide complete and accurate information for each of the above Evaluation Criteria will result in lower scores. Proposer will be required to sufficiently document its Proposals to each evaluation criterion. Failure to provide complete and accurate information for each of the above Evaluation Criteria will result in lower scores.

(End of Section 4 - Remainder of page intentionally left blank)



Section 5

Group Life, AD&D and Disability Insurance Plan

Benefit Insurance Benefit Models

Life, AD&D Rates

Disability Rates

Claims Experience

Census



Group Life, AD&D and Disability Insurance Plan
RFP 079-17
CURRENT AND REQUESTED LIFE, AD&D
AND DISABILITY PLAN OF BENEFITS

Please find in this section the RFP requested benefits for the JEA's Life, AD&D and Disability Insurance Plan. The following pages will provide you with a detailed description of the RFP requested life and disability benefit plans. Please quote the benefit plans as closely as possible to the current plan. If your company cannot provide a specific benefit, co-insurance, co-payment or particular service, please provide a listing of any deviations in Section 5 of your RFP response.

Requested RFP Group Life, AD&D and Disability Insurance Plan: Award one (1) Life and AD&D Insurance Company and Disability Company to offer the Life and AD&D and Disability plans to the employees of the JEA in a bundled package.

JEA is requesting a bundled benefit approach, however, if it is financially better to offer a standalone Life and AD&D and standalone Disability plans, the JEA will entertain awarding to a winner for each benefit plan. The JEA reserves the right to select a single bid winner on a bundles basis or two (2) bid winners on a standalone basis.

Please note that current carrier provides FMLA services on this account. Please provide FMLA services in your RFP response if you have that service available with these plans.

Plan Funding: Fully Insured

Plan Participants: Active employees working thirty (30) or more hours per week, qualified retirees and eligible dependents

Dependent Definition:

- Lawful spouse;
- Unmarried Children from birth to the end of the calendar year in which occurs their 26th birthday if:
 - the child is dependent on the Eligible Person/Primary Enrollee for support
 - the child is a full-time or part-time student.
- Children include: natural children, step-children, adopted children, foster children, children in custodial care, legal guardianship, and newborn children.
- Dependent children over the age of 19 or 26, who are incapable of self-support due to physical or mental incapacity.

Contributions: Life and AD&D - Employer paid

Supplemental Life and AD&D – Voluntary, employee paid

Retiree Life and AD&D – Voluntary, retiree paid

STD Disability – Voluntary, employee paid

LTD Disability - JEA employees – Voluntary, employee paid

SJRPP employees – Employer paid

Eligibility

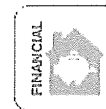
- Active fulltime employees who work a minimum of 30 hours per week.
- Eligible dependents of employees
- Eligible retirees

Please see Section 5 attachment for the Life and Disability census and contracts.

It is important that you view all of the contracts in Section 5 (attached) for the different business units and the amounts of life insurance that are offered at the JEA. In addition, each of the business units have different life and AD&D rates.

(Remainder of page intentionally left blank)

Basic Life Insurance



Administered by Mutual of Omaha

Basic Life Insurance

JEA provides you with Basic Life Insurance at no cost to you. You are automatically enrolled in Basic Life Insurance coverage upon hire to JEA/SJRPP.

The Plan will match your Basic Life Insurance benefits for Accidental Death or Dismemberment (AD&D). The AD&D benefit will provide the beneficiary with an additional amount equal to the life insurance amount if death is due to an accident. If the employee is dismembered (such as loss of an eye or limb), benefits will be paid to the employee as a percentage of the basic life amount.

Voluntary Life Insurance

Voluntary Life and AD&D Insurance is provided to employees on the following rate schedule. New hires are able to add Voluntary Life and AD&D insurance up to \$250,000 on a guarantee issue basis. In order to add or increase voluntary coverage, existing employees are required to submit a medical Evidence of Insurability form to Mutual of Omaha. Voluntary Life insurance requires you to make a Beneficiary Designation.

Business Unit	Basic Life and AD&D	Voluntary Life and AD&D (Rate: \$0.476 per \$1,000)
JEA Appointed	3x annual salary (\$350,000 max)	1 or 2x salary
JEA M&C	2x annual salary (\$350,000 max)	1 or 2x salary
SJRPP M&C Exempt	2x annual salary (\$350,000 max)	1, 2 or 3x salary
SJRPP M&C Non Exempt	1x annual salary (\$350,000 max)	1 or 2x salary
JEA IBEW, AFSCME & LIUNA	1x annual salary (\$350,000 max)	1, 2 or 3x salary
PEA and SJRPP IBEW	1x annual salary (\$350,000 max)	1, 2 or 3x salary
JSA	1x annual salary (\$250,000 max)	1, 2, 3, 4 or 5x salary

Dependent Life Insurance

Dependent Life Insurance is provided to employees on the following rate schedule:

Spouse Life (Rate: \$0.379 per \$1,000)

Child Life (Rate: \$0.233 per \$1,000) 14 days - 6 months, 6 months - 19 years (25 if full time student)

*Spousal coverage cannot exceed 50% of the Basic Life coverage.

Beneficiary Information

Please make sure that your beneficiary information is updated and correct in Oracle.

All life insurance benefit amounts reduce starting at age 70. Please refer to Mutual of Omaha benefit summary for further information regarding the reduction schedule and other benefit limitations.

Disability Benefits



Administered by Mutual of Omaha

Disability Benefits

In the event you become disabled as a result of an illness or non-work related injury, disability coverage can supplement your lost wages.

This coverage is guaranteed for new hires. Those adding coverage or switching plans after their initial eligibility period are required to complete a Medical Evidence of Insurability to qualify or be deemed eligible.

Short Term Disability (STD) Benefits

You can purchase STD insurance for yourself through after tax payroll deductions.

Exclusions: Disabilities that occur during the first 12 months of coverage due to a pre-existing condition during the 3 months prior to coverage; on the job injuries covered by workers' comp illness or injury.

Plan 1

Benefits begin on the 8th day after the onset of your disabling illness or injury. The plan will pay you 60% of your pre-tax weekly earnings, not to exceed \$750 per week, less other income sources e.g. Social Security or employer retirement. Benefits are payable for up to 25 weeks. **To calculate the premium per pay period: Annual Salary (maximum \$65,000) * 0.0002307.**

Plan 2

Benefits begin on the 15th day after the onset of your disabling illness or injury. The plan will pay you 60% of your pre-tax weekly earnings, not to exceed \$1,000 per week, less other income sources e.g. Social Security or employer retirement. Benefits are payable for up to 24 weeks. **To calculate the premium per pay period: Annual Salary (maximum \$86,667) * 0.0002019.**

Long Term Disability (LTD) Benefits

LTD pays you in the event of a loss of income due to disability through illness or injury off the job after a 180-day elimination period up to your Social Security Normal Retirement Age. The LTD program provides a maximum benefit of 60% of your pre-disability income up to \$5,000 per month. Disabilities that occur during the first 12 months of coverage due to a pre-existing condition during the 12 months prior to coverage are excluded. SJRPP employees are automatically enrolled in LTD at no cost to the employee.

To calculate the premium per pay period: Annual Salary (maximum \$100,000) * Premium Factor—See Table to Your Right

If you work part-time you may receive up to 100% of your pre-disability earning through the Return to Work Incentive Program.

LTD Rates	Premium Factor
Ages 17-24	.0000412
25-29	.0000466
30-34	.0000737
35-39	.0001095
40-44	.0001695
45-49	.0002683
50-54	.0004016
55-59	.0004879
60-64	.0005058
65-69	.0005058
70-99	.0005058



Supplemental Life Insurance

Administered by Mutual of Omaha

Group Voluntary Retiree Life Insurance is available on the following schedule. In order to increase retiree life insurance coverage, existing retirees are required to submit an Evidence of Insurability form and be approved by Mutual of Omaha.

	Retiree Life
Retirees can choose	\$5,000
	\$10,000 or
	\$15,000
Retiree Life Rates per pay period (24x per year)	\$5,000 - \$1.65
	\$10,000 - \$11.96
	\$15,000 - \$22.27



V



Section 6

Group Life, AD&D and Disability Insurance Plan

Insurance Benefit Model Deviations



Group Life, AD&D and Disability Insurance Plan
RFP 079-17
INSURANCE BENEFIT MODEL DEVIATIONS

Please list all deviations from the requested Life, AD&D and Disability benefit model in the benefit plans your company is proposing to the JEA in this RFP. Deviations should include deviations in benefits, contracts, contract wording or any services currently being provided by the current insurance carrier.

When listing a deviation, please reference the deviation by page number, question number or location in the RFP. Please place you company's deviations in Section 5 of your RFP response.

(End of Section 6 - Remainder of page intentionally left blank)



Section 7

Group Life, AD&D and Disability Insurance Plan

Questionnaire and Interrogatories



Life, AD&D and Disability Insurance Plan

RFP 079-17

Interrogatories/Questionnaire

Please complete the entire Life, AD&D and Disability Insurance Plan RFP Interrogatories-Questionnaire. Sections or questions left unanswered may cause a reduction in your company's selection criteria scoring. If a question is not applicable for your proposal, please put "n/a" for your answer. Please do not answer a question by referring to another section of this RFP.

Please do not change the question numbering, format or category of any of the questions. If you require additional space for your answers you may attach additional information at the end of the questionnaire. Please indicate in your answer that there is an attachment to this section. Please label and number each attachment with the appropriate name of section, page number and question number

In addition to providing this information hard copy in your RFP proposal, it is mandatory that each proposer provide; the RFP requested Interrogatories/ Questionnaire in Section 6 and Premium Exhibits in Section 7 of your proposal electronically in Word format and forwarded by e-mail to Gallagher Benefit Services, Inc. In addition, you are required to provide this information hard copy in your RFP proposal. Please submit the electronic submission after the deadline date and time for the proposal to be returned to the JEA, but no later than 5:00 pm ET, the day following the deadline date.

To return the questionnaire electronically, please send it to:

Don Titcomb

don_titcomb@ajg.com

Angelica Vargas

angelica_Rodriguez-Vargas@ajg.com

All questions in this questionnaire must be answered. Do not leave any questions blank.

DO NOT ALTER, ERASE OR WHITE OUT ANY OF YOUR ANSWERS, OR PROVIDE ANSWERS REFERRING TO OTHER ANSWERS YOU HAVE PROVIDED IN OTHER SECTIONS. EACH QUESTION MUST BE ANSWERED.



Group Life and AD&D Insurance Plan

RFP 079-17

Life and AD&D Questionnaire

General Information.

1. Please provide the following information:
 - Name of company offering the proposal:
 - Address of company's home office:
 - Address of company's Florida office:
 - Name of local company representative assigned to this RFP:
2. In what state is your company's corporation domiciled?
3. In what year was your company founded?
4. What is the financial structure of your company, Corporation, LLC etc?
5. In how many states is your company licensed as a group life insurance company?
6. Is your company appropriately licensed by the State of Florida Department of Financial Services to conduct business as a group life insurance company?

Yes ☐ No ☐ If no, please provide what type of licensing or certification your company has authorizing you to conduct business as a life insurance company in the State of Florida.
7. Is your company currently in compliance with the Florida Department of Financial Services financial and reserve requirements?

Yes ☐ No ☐ If no, please explain your answer.
8. How many years has your company been offering group life insurance plans in the State of Florida?
9. Is your company offering its group life insurance coverage through a trust or association, licensed or registered outside the State of Florida?

Yes ☐ No ☐ If yes, please provide the name of the trust and in which state it is licensed or registered.

10. Is your company currently participating in any alliance, joint venture or is subcontracting any of the products, administration, reinsurance or services offered in this RFP. Yes ☐ No ☐ If yes, please provide complete information on any alliance, joint venture or subcontracting your company is offering in your proposal.
11. Does your company have a local sales and service office in Jacksonville staffed with a minimum of one (1) sales and one (1) service representative?
Yes ☐ No ☐ If no, where is the location of your company's office that will provide account management to the JEA?
12. What was your company's:

- a. Total annual revenue from all of its operations for the fiscal years?

Total Revenue	2016	2015	2014

- b. Total annual revenue related to group life insurance operations for fiscal years?

Total Revenue Group Life	2016	2015	2014

13. What is your company's A.M. Best rating?

A.M. Best Rating	2016	2015	2014

If your company has experienced any change in the A.M. Best rating in the past five (5) years, please explain the reason for the change, and show the changes.

14. Please provide the financial rating of your company from the following financial rating companies or agencies.

	Current	2015	2014
Standard and Poor's			
Moody's			

Fitch			
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15. Please provide any information concerning any lawsuits, settled or outstanding, brought against your company in the last five (5) years concerning the operation, administration, claims function, record keeping or any services provided concerning your company's operation as a group life insurance company.
16. Has your company in the past five (5) years brought suit against an employer, policyholder, and plan sponsor or plan member concerning your company's operation as a group life insurance company?
17. Is your company currently or in the past five (5) years been investigated, asked to appear or give testimony, examined or audited by any State or Federal regulatory agency?

Yes ☐ No ☐ If yes, please provide information, details and the outcome.

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Group Life and AD&D Insurance Plan

RFP 079-17

Life and AD&D Questionnaire

Benefits Information

1. The JEA is requesting life insurance benefits for all full time employees, eligible dependents of full time employees, participating part time employees and retirees. Is your company willing to provide the group life insurance benefits as requested in this RFP?
 Yes ☐ No ☐ If no, please provide information on what benefits or services your company is not able to provide.
2. Is your company offering FMLA in your in your RFP response.
 Yes ☐ No ☐ If yes, is there an additional premium for this service?
3. The JEA has a large population of retirees, under and over the age of 65, who participate in the group life insurance plan on a voluntary basis. Will your company cover these retirees at the requested level of benefits?
 Yes ☐ No ☐
4. Please provide a listing of all the life insurance benefit limitations and deviations that your company has in relation to the requested RFP group life insurance benefits and contract terms. Please be specific. Please place your deviations in Section 5 of your RFP response.
5. Does your company offer a portability plan for employees who wish to retain their life insurance coverage at time of employment termination?
 Yes ☐ No ☐
6. Is your company willing to offer a multi-year rate guarantee on the life insurance plan provided in your proposal?
 Yes ☐ No ☐ If yes, please explain what type of guarantee and how long.
7. Can your life insurance contracts be canceled or terminated for any reason other than non-payment of premium?
 Yes ☐ No ☐ If yes, please provide reason for cancellation.
8. Please describe in detail the waiver of premium benefits your company is proposing in this RFP.
9. If your company is selected to offer the life and AD&D benefits at the JEA, will your company accept an electronic transfer of enrollment and eligibility information as the initial enrollment?

Yes ☐ No ☐ If no, what are your minimum requirements for initial enrollment?

10. Is your company capable of sending and receiving employer information on-line for billing, enrollment and eligibility?

Yes ☐ No ☐

11. Please explain how your company audits monthly billing and eligibility and reconciles each month's billing statement.

12. The JEA will need assistance in October and November for the initial annual open enrollment. Your company will be asked to provide representatives at the numerous meetings throughout October/November to answer questions concerning the coverage your company is providing to their employees. Please provide information as to how many representatives your company will provide and what assistance your representatives will provide to the JEA during this time.

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Group Life and AD&D Insurance Plan

RFP 079-17

Life and AD&D Questionnaire

Claims Service

1. Please provide the location of the claims office where the JEA's life insurance claims will be processed.
2. Is this a central or regional claims paying office?
3. How many employees are employed at this claims facility?
 - a. Total: _____
 - b. Claims representatives: _____
 - c. Supervisory: _____
 - d. Management: _____
4. How many client companies does this claims facility service at this location?
5. What are the days and hours of operation for your company's life insurance claims facility?
6. What specific holidays are your claims facility closed?
7. What percentage of claims are auto adjudicated at this location?
8. Does your company use home based claims representatives?

Yes ☐ No ☐ If yes, how long has your company been utilizing home based claims representative and what percentages of your claims representatives are home based employees.
9. If your company is using home based claims representatives, please describe how your company ensures security compliance at these remote locations.
10. Does your company use offshore based claims representatives?

Yes ☐ No ☐ If yes, how long has your company been utilizing offshore based claims representatives and what percentages of your claims representatives are off shore?

11. If your company is using off shore claims representatives, please describe how your company ensures security compliance at these remote locations.

12. Will the JEA have a dedicated claims unit assigned to them?

Yes ☐ No ☐ If yes, please explain how the dedicated claims unit will be set up, number of claims representative, etc.

13. How long does it take on average to process a life insurance claim from your claims unit?

14. In addition to English, please indicate what languages your claims facility has available to the JEA's members.

a. Spanish ☐

b. French ☐

c. Filipino ☐

d. Vietnamese ☐

e. Other _____

15. Does your claims facility have "toll free" telephone numbers available for the employer and member access?

Yes ☐ No ☐ If yes, please provide the "toll free" numbers that are available.

16. Does your company offer claims submission and viewing by the JEA's members via the internet?

Yes ☐ No ☐

a. Is the information real time?

Yes ☐ No ☐

b. Is there an additional charge for this service?

Yes ☐ No ☐

c. Is the system interactive where the member can send questions concerning claims and receive answers?

Yes ☐ No ☐

17. Within the next 36 months, does your company have any plans to relocate the claims facility?

Yes ☐ No ☐ If yes, please provide the details.

18. Within the next 36 months, does your company have plans to downsize or reduce the number of employees at the claims facility?

Yes ☐ No ☐ If yes, please provide the details.

19. Within the next 36 months, does your company have plans to upgrade, enhance or change the software or hardware system used to process claims?

Yes ☐ No ☐ If yes, please provide the details.



Group Life and AD&D Insurance Plan

RFP 079-17

Interrogatories/Questionnaire

Life and AD&D Member Service

1. Where is the location of the member service unit that will be servicing the members of the JEA?
2. Is this a central or regional member servicing office?
3. Is this the same location as the claims office?

Yes ☐ No ☐

4. How many employees are employed at this member service facility?

- a. Total: _____
- b. Member service representatives: _____
- c. Supervisory: _____
- d. Management: _____

5. What are the days and hours of operation for your member service facility?
6. Are member service representatives available 24/7?

Yes ☐ No ☐

7. Please provide the specific holidays that the member service facility is closed.
8. In addition to English, please indicate what languages your member services has available to the JEA's members.
 - a. Spanish: ☐
 - b. French: ☐
 - c. Filipino: ☐
 - d. Vietnamese: ☐
 - e. Other: ☐

9. Does your company staff the member service department with individuals who will know and understand the life insurance contracts and life benefits specific to the JEA, and who will be able to assist JEA's members on the initial call, without having to call the member back?
Yes ☐ No ☐ If no, please explain your answer.
10. Please describe the experience and expertise requirements/criteria your company has in place for the member service representatives.
11. Does your company's member service unit have a "toll free" telephone number for employer and member access?
Yes ☐ No ☐
12. Can your member service unit be accessed by JEA's members via a website?
Yes ☐ No ☐
If yes, please provide details of your website and its address. What services are provided on the website?
13. Does your company use home based member service representatives that report to this location?
Yes ☐ No ☐ If yes, how long has your company been utilizing home based member service representatives and what percentage of member service calls are handled by home based employees?
14. If your company is using home based member service representatives, please describe how your company ensures security compliance at these remote locations.
15. Does your company use offshore based member service representatives?
Yes ☐ No ☐ If yes, how long has your company been utilizing off shore member service representatives and what percentages of member service calls are handled offshore?
16. If your company is using off shore member service representatives, please describe how your company ensures security compliance at these remote locations.
17. Does your company have any plans within the next 36 months to move or relocate the member service unit?
Yes ☐ No ☐ If yes, please provide details.
18. Does your company have plans within the next 36 months on downsizing the staff of the member service unit?
Yes ☐ No ☐ If yes, please provide details.
19. Does your company plan within the next 36 months to upgrade or change the computer system or software your member service unit is currently using?

Yes ☐ No ☐ If yes, please provide the age and information concerning your company's procedures and how often they are verified.

20. Does the member service unit monitor and keep records on the number and type of service calls received?

Yes ☐ No ☐

21. Does your company record service calls between members and member service representatives?

Yes ☐ No ☐ If yes, please provide details.

22. Please provide the current telephone performance of your company's member service unit in regard to:

- a. Total number of calls received per day for the unit: _____
- b. Total number of calls per day per representative: _____
- c. Total number of abandoned calls per day: _____
- d. Percentage of abandoned calls per day: _____
- e. Average time to answer: _____
- f. Average hold time: _____
- g. Average length of call: _____
- h. Number of call backs per day: _____

23. Does your company conduct member satisfaction surveys for your member service unit?

Yes ☐ No ☐ If yes, please provide your company's survey results.

(Remainder of page intentionally left blank)



Group Life and AD&D Insurance Plan

RFP 079-17

Life and AD&D Interrogatories/Questionnaire

Financial Reporting

1. Please confirm your company will provide the financial and claims reporting to the JEA that has been requested in this RFP.
Yes ☐ No ☐
2. Please confirm your company will provide the financial and claims reporting to the JEA at no additional cost.
Yes ☐ No ☐
3. In what frequency will your company provide the financial and claims reporting to the JEA??
 - a. Monthly: ☐
 - b. Quarterly: ☐
 - c. Annually: ☐
4. Confirm your company's claims reports include, at a minimum, the following:
 - a. Total Premium vs. Claims by month and annual roll up: Yes ☐ No ☐
 - b. Total Premium vs. Claims by bargaining unit: Yes ☐ No ☐
 - c. Total Premium vs. Claims by actives, retirees and dependents: Yes ☐ No ☐
5. Please provide a description of the financial and claims reports available from your company. Please place a complete set of reports in Section 10 of your proposal response.

6. Will your company provide the JEA access to claims experience information online?

Yes ☐ No ☐ Is this information real time? Yes ☐ No ☐

7. Is your company willing to provide an account representative to attend meetings with the JEA to conduct detailed discussions concerning the financial and claims reports and other topics as requested?

Yes ☐ No ☐



Life, AD&D and Disability Insurance Plan

RFP 079-17

Group Disability Questionnaire

General Information

1. Please provide the following information:

Name of company offering the proposal:

Address of company's home office:

Address of company's Florida office:

Name of local company representative assigned to this RFP:

2. In what state is your company's corporation domiciled?
3. In what year was your company founded?
4. What is the financial structure of your company, Corporation, LLC etc?
5. In how many states is your company licensed as a group life insurance company?
6. Is your company appropriately licensed by the State of Florida Department of Financial Services to conduct business as a group life insurance company?

Yes ☐ No ☐ If no, please provide what type of licensing or certification your company has authorizing you to conduct business as a life insurance company in the State of Florida.
7. Is your company currently in compliance with the Florida Department of Financial Services financial and reserve requirements?

Yes ☐ No ☐ If no, please explain your answer.
8. How many years has your company been offering disability insurance plans in the State of Florida?
9. Is your company offering its group disability insurance coverage through a trust or association, licensed or registered outside the State of Florida?

Yes ☐ No ☐ If yes, please provide the name of the trust and in which state it is licensed or registered.
10. Is your company currently participating in any alliance, joint venture or is subcontracting any of the products, administration, reinsurance or services offered in this RFP?

Yes ☐ No ☐ If yes, please provide complete information on any alliance, joint venture or subcontracting your company is offering in your proposal.

11. Does your company have a local sales and service office in Jacksonville staffed with a minimum of one (1) sales and one (1) service representative?

Yes ☐ No ☐ If no, where is the location of your company's office that will provide account management to the JEA?

12. What was your company's:

- a. Total annual revenue from all of its operations for the fiscal years?

Total Revenue	2016	2015	2014

- b. Total annual revenue related to group life insurance operations for fiscal years?

Total Revenue Group Disability	2016	2015	2014

13. What is your company's A.M. Best rating?

A.M. Best Rating	2016	2015	2014

If your company has experienced any change in the A.M. Best rating in the past three (3) years, please explain the reason for the change, and show the changes.

14. Please provide the financial rating of your company from the following financial rating companies or agencies.

	2016	2015	2014

Standard and Poor's			
Moody's			
Fitch			

15. Please provide any information concerning any lawsuits, settled or outstanding, brought against your company in the last five (5) years concerning the operation, administration, claims function, record keeping or any services provided concerning your company's operation as a group life insurance company.

16. Has your company in the past five (5) years brought suit against an employer, policyholder, and plan sponsor or plan member concerning your company's operation as a group life insurance company?

17. Is your company currently or in the past five (5) years been investigated, asked to appear or give testimony, examined or audited by any State or Federal regulatory agency?

Yes ☐ No ☐ If yes, please provide information, details and the outcome.

18. Has the Department of Financial Services made any complaints or inquires in the past three (3) years with respect to your STD and LTD management? Yes ☐ No ☐ If yes, provide details.

19. Provide references for your three (3) largest disability clients (preference are governmental clients), by enrollment, for North Florida using the following format:

Employer Name	Total Number of Employees in North Florida	Number of Employees Enrolled in LTD	Date Services Commenced	Contact Person	Address	Phone Number	Email
1.							
2.							
3.							

20. Provide information for your three (3) largest disability clients in North Florida who have terminated your plan(s) during the past 24 months using the following format:

Employer Name	Total Number of Employees in North Florida	Date Services Terminated	Reason for Termination	Contact Person	Address	Phone Number	Email
1.							

2.							
3.							

21. What was your company's total insured Short Term Disability and Long Term Disability volume during the years 2016, 2015 and 2014 for your block of business?

Year	Group STD Total Volume	Group LTD Total Volume
2016		
2015		
2014		

(Remainder of page intentionally left blank)



Life, AD&D and Disability Insurance Plan

RFP 079-17

Disability Questionnaire

General Benefits Information

1. Will you waive the actively at work provision for the initial enrollment? Yes ☐ No ☐
2. Are any disabilities not covered? Yes ☐ No ☐ If yes, please explain what disabilities are not covered and why.
3. Does your company accept electronic enrollments? Yes ☐ No ☐
4. Paper enrollments? Yes ☐ No ☐
5. Are there any riders and/or enhancements that are available to be added to your proposed disability plan? Yes ☐ No ☐ If yes, provide the coverage rider and any cost for each rider.
6. Explain your process for determining during the transition and implementation from one carrier to another, which carrier will be liable for employees out on vacation, sick, and/or leaves but are not currently receiving disability benefits?
7. Describe any pre-existing limitations of the proposed plan.
8. Describe your definition of successive disability.
9. Does your proposed plan include benefits for partial disability? Yes ☐ No ☐ If yes, provide your plan's definition of partial disability.
10. Have you listed and explained all plan design options and deviations within Section 5 from the current plans? Yes ☐ No ☐.

(Remainder of page intentionally left blank)



Life, AD&D and Disability Insurance Plan

RFP 079-17

Disability Questionnaire

Claims Administration

1. Which claims office will handle claims for the JEA? Include the normal hours of operation.
2. How many claims reviewers will be assigned to the JEA account? Will there be a dedicated claim unit for the JEA? Yes ☐ No ☐
3. What are your claim turn around standards?
4. Describe how a long-term disability claim would flow through your organization including the steps involved in the review and points of contact with personnel.
5. Describe your Independent Medical Examiner (IME) network.
6. How do you use nurses vs. physicians for LTD management? What guidelines determine who handles a case?
7. Describe your disability management program, including your handling of:
 - Duration management
 - Benefit integration
 - Confidentiality
 - Psychiatric claims
 - Early return to work
 - Closing claims missing “necessary” information.
8. How will you minimize fraudulent claims?
9. What systems are in place to insure quality in the management of the plan’s benefits including:
 - Internal audit procedures including turnaround and payment accuracy.
 - Controls for comorbidity edit.
 - Controls to identify incorrect payees, payment in excess of plan maximums, duplicate and fraudulent checks, over and underpayments and other claim processing and benefit payment discrepancies.
10. Do you develop your own set of duration guidelines or clinical protocols? Yes ☐ No ☐ ____
If yes:

- How are they maintained and updated?
 - Do your tables derive end points based on diagnostic period of recovery, functional requirements and job accommodation potential?
 - What types of statistical analyses are conducted (and how frequently) to adjust the validity of the tables?
 - Are your tables' comorbidity sensitive?
 - Is there periodic review/comparative analysis of adherence to guideline-compliance percentage?
11. Describe your Social Security assistance/advocacy program, including staffing, procedures, fees, and results.
 12. What is your Social Security approval rate? Appeal rate?
 13. When and how are estimated Social Security offsets applied?
 14. When do you begin Return to Work evaluation? What are your evaluation procedures?
 15. Is your rehabilitation staff in-house? Yes ☐ No ☐ If no, explain who is being used for these services.
 16. Describe your physical and vocational rehabilitation program, including staffing, fees, procedures, and results. Please describe the use and selection of outside contractors.
 17. Provide a list of all standard reports, including report function, data elements and distribution frequency. Including any cost associated with these reports.
 18. Are your current medical management and claims administration systems on-line? Yes ☐ No ☐ Do these systems interface real-time with each other? Yes ☐ No ☐ Will the JEA have access on-line to their data? Yes ☐ No ☐
 19. What are the days and hours of operation for your company's life insurance claims facility?
 20. What specific holidays are your claims facility closed?
 21. What percentage of claims are auto adjudicated at this location?
 22. Does your company use home based claims representatives?
Yes ☐ No ☐ If yes, how long has your company been utilizing home based claims representative and what percentages of your claims representatives are home based employees.
 23. If your company is using home based claims representatives, please describe how your company ensures security compliance at these remote locations.
 24. Does your company use offshore based claims representatives?

Yes ☐ No ☐ If yes, how long has your company been utilizing offshore based claims representatives and what percentages of your claims representatives are off shore?

25. If your company is using off shore claims representatives, please describe how your company ensures security compliance at these remote locations.

26. In addition to English, please indicate what languages your claims facility has available to the JEA's members.

Spanish: ☐

French: ☐

Filipino: ☐

Vietnamese: ☐

Other _____

27. Does your claims facility have "toll free" telephone numbers available for the employer and member access?

Yes ☐ No ☐ If yes, please provide the "toll free" numbers that are available.

28. Does your company offer claims submission and viewing by the JEA's members via the internet?

Yes ☐ No ☐

29. Is the information real time?

Yes ☐ No ☐

30. Is there an additional charge for this service?

Yes ☐ No ☐

31. Is the system interactive where the member can send questions concerning claims and receive answers?

Yes ☐ No ☐

32. Within the next 36 months, does your company have any plans to relocate the claims facility?

Yes ☐ No ☐ If yes, please provide the details.

33. Within the next 36 months, does your company have plans to downsize or reduce the number of employees at the claims facility? Yes ☐ No ☐ If yes, please provide the details.

34. Within the next 36 months, does your company have plans to upgrade, enhance or change the software or hardware system used to process claims?

Yes ☐ No ☐ If yes, please provide the details.

35. Describe how you calculate IBNR reserves including factors and reserves for claims in payment status. Does this calculation, or factors, differ in subsequent years? Yes ☐ No ☐ If yes, explain.
36. Describe the reserving formula used for LTD claims.



Life, AD&D and Disability Insurance Plan

RFP 079-17

Group Disability Questionnaire

Member Services

1. Provide the grievance/appeals procedures for insured. Outline the steps and time frames of the process from initiation to final resolution.
2. What is your average wait time to speak with a live customer service representative? Use chart below:

	2016	2015	2014
Average Time to Answer			
Call Abandonment Rate			

3. Indicate how you track verbal and written complaints received by your organization. Are you able to report the number and types of complaints (both written and telephonic) received in a calendar year for all plan members (total population) and JEA's members specifically? Yes ☐
No ☐
4. Will you mail to each member a copy of the benefit plan description detailing the terms and conditions of receiving benefits and documentation of the complaint and appeals process? Yes ☐ No ☐
5. What are the days and hours of operation for your company's member service facility?
6. What specific holidays is your member service facility closed?
7. Does your company use home based member service representatives?
Yes ☐ No ☐ If yes, how long has your company been utilizing home based member service representative and what percentages of your member service representatives are home based employees.
8. If your company is using home based member service representatives, please describe how your company ensures security compliance at these remote locations.
9. Does your company use offshore based member service representatives?
Yes ☐ No ☐ If yes, how long has your company been utilizing offshore based member service representatives and what percentages of your member service representatives are off shore?

10. If your company is using off shore member service representatives, please describe how your company ensures security compliance at these remote locations.
11. In addition to English, please indicate what languages your member service facility has available to the JEA's members
- f. Spanish: ☐
 - g. French: ☐
 - h. Filipino: ☐
 - i. Vietnamese: ☐
 - j. Other _____
12. Does your member service facility have "toll free" telephone numbers available for the employer and member access?
- Yes ☐ No ☐ If yes, please provide the "toll free" numbers that are available.
13. Does your company offer member service to the JEA's members via the internet?
- Yes ☐ No ☐
14. Is there an additional charge for this service?
- Yes ☐ No ☐
15. Is the system interactive where the member can send questions concerning member service and receive answers?
- Yes ☐ No ☐
16. Within the next 36 months, does your company have any plans to relocate the member service?
- Yes ☐ No ☐ If yes, please provide the details.
17. Within the next 36 months, does your company have plans to downsize or reduce the number of employees at the member service facility?
- Yes ☐ No ☐ If yes, please provide the details.
18. Within the next 36 months, does your company have plans to upgrade, enhance or change the software or hardware system used at the member service facility?
- Yes ☐ No ☐ If yes, please provide the details.

(Remainder of page intentionally left blank)



Group Life and AD&D Insurance Plan

RFP 079-17

Disability Interrogatories/Questionnaire

Financial Reporting

1. Please confirm your company will provide the financial and claims reporting to the JEA that has been requested in this RFP.

Yes ☐ No ☐

2. Please confirm your company will provide the financial and claims reporting to the JEA at no additional cost.

Yes ☐ No ☐

3. In what frequency will your company provide the financial and claims reporting to the JEA??

Monthly: ☐

Quarterly: ☐

Annually: ☐

4. Confirm your company's claims reports include, at a minimum, the following:

5. Total Premium vs. Claims by month and annual roll up: Yes ☐ No ☐

6. Total Premium vs. Claims by bargaining unit: Yes ☐ No ☐

7. Total Premium vs. Claims by actives, retirees and dependents: Yes ☐ No ☐

8. Please provide a description of the financial and claims reports available from your company. Please place a complete set of reports in Section 10 of your proposal response.

9. Will your company provide the JEA access to claims experience information online?

Yes ☐ No ☐

Is this information real time? Yes ☐ No ☐

10. Is your company willing to provide an account representative to attend meetings with the JEA to conduct detailed discussions concerning the financial and claims reports and other topics as requested?

Yes ☐ No ☐

11. Will you prepare the W-2, W2-Cs, 1099s and issue tax statements for disability payments? Yes ☐ No ☐ Provide a sample report of this information and indicate how often these will be reported.



Life, AD&D and Disability Insurance Plan

RFP 079-17

Questionnaire

Disability Other Pertinent Information

Please provide additional information on your company that you feel will differentiate you from the competition in providing quality and affordable voluntary vision coverage.

(End of Section 7 - The remainder of this page has been intentionally left blank)



Section 8

Group Life, AD&D and Disability Insurance Plan

Proposed Premium and Fee Exhibits



Life, AD&D and Disability Insurance Plan

RFP 079-17

Proposed Premium and Fee Exhibits

Group Life and AD&D Insurance

Please complete the premium exhibits for the JEA's Group Life Insurance Plans and place them in Section 7 of your company's RFP response.

Please illustrate in this section your company's premiums, fees, or charges that your company is proposing for the Group Life Insurance Plan RFP. If your company is proposing premiums with commissions, please disclose the percentage of commissions in the premiums.

Any additional premiums, fees or costs not disclosed in this premium exhibit shall be the responsibility of the proposer.

Please provide two (2) copies of the premium exhibits in your proposal. If your company is proposing a multi-year rate guarantee, please show the rate guarantees for 12, 24, 36, 48 or 60 months.

The JEA has requested in this RFP a bundled arrangement for the life AD&D and disability. However, they hold the right to unbundle and select the life and AD&D separately from the disability.

If your premium and or fees will be different for a bundled plan verses an unbundled plan, please show two sets of rates for your comparison. Please clearly mark the premiums to be bundled benefits or unbundled benefits.

Bundled <input type="checkbox"/>		
Unbundled <input type="checkbox"/>		
Coverage	Number of Employees	Total Volume
Basis Employee Life		
Basic Employee AD&D		
Vol. Supplemental Life		
< age 25		
25 < 30		
30 < 35		

35 < 40		
40 < 45		
45 < 50		
55 < 60		
60 < 65		
65 < 70		
70 < 75		
75 < 80		
80 and over		
Vol. Supplemental AD&D		
Dependent Life Spouse		
Dependent Life Child		
Retiree Life		

Bundled <input type="checkbox"/> Unbundled <input type="checkbox"/>	Per/\$1,000	Per/\$1,000	Per/\$1,000	Per/\$1,000	Per/\$1,000
Life Insurance Rates	Plan Year 1	Plan Year 2	Plan Year 3	Plan Year 4	Plan Year 5
Basic Employee Life					
Basis Employee AD&D					
Vol. Supplemental Life					
< age 25					
25 < 30					

30 < 35					
35 < 40					
40 < 45					
45 < 50					
55 < 60					
60 < 65					
65 < 70					
70 < 75					
75 < 80					
80 and over					
Vol. Supplemental AD&D					
Vol. Dependent Life Spouse					
Vol. Dependent Life Child					
Retiree Life					

Bundled <input type="checkbox"/> Unbundled <input type="checkbox"/>						
Annual Premium	Total Volume	Plan Year 1	Plan Year 2	Plan Year 3	Plan Year 4	Plan Year 5
Basic Employee Life						
Basic Employee AD&D						

Vol. Supplemental Life						
< age 25						
25 < 30						
30 < 35						
35 < 40						
40 < 45						
45 < 50						
55 < 60						
60 < 65						
65 < 70						
70 < 75						
75 < 80						
80 and over						
Vol. Supplemental AD&D						
Vol. Dependent Life Spouse						
Vol. Dependent Life Child						
Vol. Retiree Life						

The above premiums are guaranteed for ____ months.

I confirm the premiums provided in this form have been accurately disclosed and are guaranteed for the period stated. I understand that any plan premiums, additional fees, charges or commissions not disclosed in this exhibit are not the responsibility of the JEA.

Signature of company representative

Date

Print name



Life, AD&D and Disability Insurance Plan

RFP 079-17

Proposed Premium and Fee Exhibits
Group Disability Insurance

Financial Response Form - STD Plan 1 – Matched Plan Design – 8 -Day Elimination Period

Bundled <input type="checkbox"/>	2018	2019	2020	2021	
Unbundled <input type="checkbox"/>					
Estimated Monthly Payroll					
Rate per \$10					
Monthly Premium					

Title

Name of Company

Annual Premium					
----------------	--	--	--	--	--

Financial Response Form - STD Plan 2 – Matched Plan Design – 15 -Day Elimination Period

Bundled <input type="checkbox"/>	2018	2019	2020	2021
Unbundled <input type="checkbox"/>				
Estimated Monthly Payroll				
Rate per \$10				
Monthly Premium				
Annual Premium				

The above premiums are guaranteed for ____ months.

I confirm the premiums provided in this form have been accurately disclosed and are guaranteed for the period stated. I understand that any plan premiums, additional fees, charges or commissions not disclosed in this exhibit are not the responsibility of the JEA.

Signature of company representative Date

Print name Name of Company

Title

Financial Response Form - LTD Plan – Matched Plan Design – 180 -Day Elimination Period

Bundled <input type="checkbox"/> Unbundled <input type="checkbox"/> Age Bands	Premium per \$100 2018	Premium per \$100 2019	Premium per \$100 2020	Premium per \$100 2021
17-24				
25-29				
30-34				
35-39				
40-44				
45-49				

50-54				
55-59				
60-64				
65-69				
70-99				

The above premiums are guaranteed for ____ months.

I confirm the premiums provided in this form have been accurately disclosed and are guaranteed for the period stated. I understand that any plan premiums, additional fees, charges or commissions not disclosed in this exhibit are not the responsibility of the JEA.

Signature of company representative

Date

Print name

Name of Company

Title

(Remainder of page intentionally left blank)



Section

Group Life, AD&D and Disability Insurance Plan

Financial Claim Reporting



Life, AD&D and Disability Insurance Plan

RFP 079-17

Claims and Utilization Reporting Package

The JEA is requesting in this RFP a utilization reporting package.

Each Proposer should provide complete information on their utilization reporting package and illustrative samples of your Group Life, AD&D and Disability insurance claims experience reports. The reporting package should be included in the premiums proposed in your proposal. Any additional premiums, charges or fees to the reporting package should be clearly identified.

Claims experience and utilization reports should be provided to the JEA, at a minimum, on a quarterly basis.

Any additional premiums, charges or fees not identified in the proposal response will be considered to be included in the basic reporting package and the responsibility of the Proposer.

Please provide for review, all of your utilization reports for your proposed insurance reporting package.

(End of Section 9 - Remainder of page intentionally left blank)



Section 10

Group Life, AD&D and Disability Insurance Plan Required Insurance Certificates



Life, AD&D and Disability Insurance Plan

RFP 079-17

INSURANCE REQUIREMENTS

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, and Independent Contractors; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

Professional Liability

Errors & Omissions; Insurance Limits: \$3,000,000 each claim and \$6,000,000 annual aggregate

Company's Commercial General Liability, Excess or Umbrella Liability, and Professional Liability policies

shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and it is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA for all coverage except Workers' Compensation, Employer's Liability, and Professional Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its Subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any Subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Company for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit Subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

(End of Section 10 - Remainder of page intentionally left blank)

Group Report
G000AKKC - JEA
Period: 2015/01 thru 2017/02
Run Date: 03/2017

Policy: GLTD-0AKKC				Policy: GLUG-0AKKC			Policy: GUC-0AKKC			Policy: GUPR-0AKKC			Policy: GVTL-0AKKC		
Eff Date: 01/01/2015				Eff Date: 01/01/2012			Eff Date: 01/01/2015			Eff Date: 01/01/2015			Eff Date: 01/01/2012		
Product: LTD				Product: Life			Product: Vol STD			Product: Vol LTD			Product: Vol Life		
Year/Month	Enrollment	Premium	Claims	Enrollment	Premium	Claims	Enrollment	Premium	Claims	Enrollment	Premium	Claims	Enrollment	Premium	Claims
2015/01	236	\$3,168	\$0	2,142	\$36,821	\$180,000	1,510	\$41,891	\$1,264	1,138	\$40,257	\$0	741	\$71,499	\$185,000
2015/02	232	\$3,135	\$0	2,139	\$36,738	\$20,000	1,506	\$41,782	\$10,740	1,147	\$40,671	\$0	742	\$71,247	\$10,000
2015/03	232	\$3,135	\$0	2,140	\$36,738	\$0	1,506	\$41,782	\$23,872	1,148	\$40,596	\$0	743	\$71,249	\$15,000
2015/04	231	\$3,132	\$0	2,145	\$36,901	\$0	1,510	\$41,899	\$15,276	1,149	\$40,651	\$0	747	\$71,325	\$10,000
2015/05	230	\$3,103	\$0	2,139	\$37,158	\$5,000	1,503	\$41,829	\$29,608	1,146	\$40,679	\$0	747	\$71,400	\$0
2015/06	229	\$3,109	\$0	2,143	\$37,705	\$5,000	1,507	\$40,994	\$39,496	1,157	\$41,370	\$0	749	\$71,842	\$25,000
2015/07	227	\$3,068	\$0	2,140	\$37,682	\$32,250	1,504	\$42,039	\$53,179	1,156	\$41,071	\$0	749	\$71,766	\$5,000
2015/08	228	\$3,073	\$0	2,138	\$37,839	\$10,000	1,507	\$42,194	\$46,033	1,160	\$41,248	\$3,085	749	\$72,020	\$25,000
2015/09	228	\$3,066	\$0	2,143	\$38,063	\$5,000	1,507	\$42,226	\$54,861	1,160	\$41,258	\$3,085	750	\$72,135	\$50,000
2015/10	228	\$3,122	\$0	2,159	\$38,545	\$0	1,507	\$42,670	\$48,264	1,177	\$41,792	\$3,085	752	\$72,727	\$10,000
2015/11	227	\$3,124	\$0	2,166	\$38,783	\$10,000	1,519	\$42,781	\$33,209	1,183	\$41,850	\$3,085	742	\$72,872	\$5,000
2015/12	227	\$3,095	\$0	2,166	\$38,670	\$35,000	1,519	\$42,744	\$40,143	1,186	\$41,992	\$3,085	742	\$72,788	\$0
2016/01	221	\$3,021	\$0	2,166	\$38,600	\$0	1,496	\$42,138	\$54,492	1,185	\$43,478	\$3,085	788	\$73,122	\$30,000
2016/02	219	\$3,021	\$0	2,158	\$38,726	\$0	1,497	\$42,279	\$32,967	1,191	\$43,796	\$3,085	791	\$73,723	\$10,000
2016/03	219	\$3,024	\$0	2,156	\$38,619	\$75,000	1,496	\$42,232	\$53,936	1,190	\$43,966	\$7,565	789	\$73,545	\$25,000
2016/04	221	\$3,012	\$0	2,144	\$38,446	\$95,000	1,540	\$43,338	\$18,195	1,196	\$44,038	\$5,227	785	\$74,280	\$115,000
2016/05	221	\$3,017	\$0	2,160	\$38,994	\$5,000	1,532	\$43,191	\$31,487	1,199	\$44,090	\$11,578	787	\$74,681	\$5,000
2016/06	219	\$2,978	\$0	2,160	\$38,945	\$10,000	1,530	\$43,118	\$48,689	1,198	\$44,089	\$11,582	787	\$74,427	\$5,000
2016/07	218	\$2,980	\$0	2,159	\$39,195	\$20,000	1,526	\$43,028	\$33,881	1,194	\$43,852	\$73,246	786	\$74,318	\$0
2016/08	218	\$2,977	\$0	2,151	\$39,398	\$0	1,520	\$42,904	\$43,392	1,195	\$43,793	\$18,246	783	\$74,352	\$0
2016/09	214	\$2,928	\$0	2,145	\$39,533	\$15,000	1,516	\$42,812	\$40,710	1,195	\$43,870	\$18,246	783	\$74,010	\$0
2016/10	210	\$2,911	\$0	2,130	\$39,439	\$0	1,511	\$42,721	\$45,156	1,195	\$43,731	\$22,784	766	\$73,780	\$20,000
2016/11	211	\$2,913	\$0	2,156	\$39,563	\$76,000	1,529	\$42,991	\$36,430	1,220	\$43,908	\$25,643	775	\$74,111	\$106,000
2016/12	211	\$2,913	\$3,748	2,156	\$39,563	\$0	1,529	\$42,991	\$64,347	1,220	\$43,908	\$21,860	775	\$74,111	\$15,000
2017/01	209	\$2,848	\$3,748	2,163	\$39,068	\$0	1,533	\$42,395	\$57,093	1,226	\$43,222	\$25,126	779	\$73,097	\$60,000
2017/02	209	\$2,847	\$0	2,163	\$39,067	\$65,000	1,533	\$42,395	\$30,747	1,226	\$43,222	\$29,022	779	\$73,097	\$254,000
Total:		\$78,720	\$7,496		\$998,799	\$663,250		\$1,103,364	\$987,467		\$1,106,398	\$291,720		\$1,897,524	\$985,000

LTD		LIFE		VOL STD		VOL LTD		VOL LIFE	
Current Paid Claims	\$7,496	Current Paid Claims	\$663,250	Current Paid Claims	\$987,467	Current Paid Claims	\$291,720	Current Paid Claims	\$985,000
LTD Reserves	\$87,116	Life Waiver of Premium	\$146,400	Claims Runout	\$87,840	LTD Reserves	\$1,348,320	Life Waiver of Premium	\$97,800
IBNR	\$2,827	IBNR	\$32,888	IBNR	\$19,536	IBNR	\$42,055	IBNR	\$62,146
Total Incurred Claims	\$97,439	Total Incurred Claims	\$842,538	Total Incurred claims	\$1,094,843	Total Incurred Claims	\$1,682,095	Total Incurred Claims	\$1,144,946
Incurred Loss Ratio	123.78%	Incurred Loss Ratio	84.36%	Incurred Loss Ratio	99%	Incurred Loss Ratio	152.03%	Incurred Loss Ratio	60.34%
Expenses & Retention	17%	Expenses & Retention	12%	Expenses & Retention	19%	Expenses & Retention	17%	Expenses & Retention	12%
Premium Tax	1.75%	Premium Tax	1.75%	Premium Tax	1.75%	Premium Tax	1.75%	Premium Tax	1.75%
Total:	142.53%	Total:	98.11%	Total:	119.98%	Total:	170.78%	Total:	74.09%

Rates for Life, AD&D, STD, LTD and FMLA

Basic Life: .169 per \$1,000

AD&D: .020 per \$1,000

STD Option 1: .40 per \$10

STD Option 2: .35 per \$10

LTD .23 per \$100

The rate for FMLA is \$1.39 PEPM.

These rates have been in rate guarantee for 3 years.

PREMIUM RIDER

Vol Life

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective December 1, 2015.

The premiums for the policy will be as follows:

CLASSIFICATION(S)

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

All Eligible Employees in the JEA Supervisor Association in business unit 063

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

All American federation of State, County & Municipal (AFSCME) temporary Employees in business unit 179 and Northeast Florida Public Employees; Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) temporary Employees in business unit 190

All St. Johns River Power Park (SJRPP) temporary Employees in business unit 007, JEA temporary employees in business unit 008, St. Johns River Power Park (SJRPP) contracted Employees in business unit 006 and JEA contract Employees in business unit 005

All Eligible St. Johns River Power Park Employees who Retiree in business unit 069 (SJRPP) and All JEA Employees who Retire under the city of Jacksonville Pension Plan

LIFE INSURANCE PREMIUMS

1. The monthly premium for each \$1,000 of Life Insurance for each employee is as follows:

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

Age of Employee	Monthly Premium
Less than 25	\$.044
25 but less than 30.....	\$.044

30 but less than 35.....	\$0.049
35 but less than 40.....	\$0.060
40 but less than 45.....	\$0.093
45 but less than 50.....	\$0.159
50 but less than 55.....	\$0.262
55 but less than 60.....	\$0.409
60 but less than 65.....	\$0.639
65 but less than 70.....	\$1.147
70 but less than 75.....	\$2.054
75 but less than 80.....	\$3.388
Age 80 and over.....	\$6.862

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

Age of Employee	Monthly Premium
Less than 25	\$0.043
25 but less than 30.....	\$0.043
30 but less than 35.....	\$0.048
35 but less than 40.....	\$0.059
40 but less than 45.....	\$0.090
45 but less than 50.....	\$0.154
50 but less than 55.....	\$0.255
55 but less than 60.....	\$0.399
60 but less than 65.....	\$0.622
65 but less than 70.....	\$1.117
70 but less than 75.....	\$2.000
75 but less than 80.....	\$3.297
Age 80 and over.....	\$6.681

All Eligible Employees in the JEA Supervisor Association in business unit 063

Age of Employee	Monthly Premium
Less than 25	\$0.039
25 but less than 30.....	\$0.039
30 but less than 35.....	\$0.044
35 but less than 40.....	\$0.053
40 but less than 45.....	\$0.083
45 but less than 50.....	\$0.140
50 but less than 55.....	\$0.233
55 but less than 60.....	\$0.364
60 but less than 65.....	\$0.567
65 but less than 70.....	\$1.017
70 but less than 75.....	\$1.822
75 but less than 80.....	\$3.004

Age 80 and over\$6.086

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

Age of Employee	Monthly Premium
Less than 25	\$.039
25 but less than 30.....	\$.039
30 but less than 35.....	\$.044
35 but less than 40.....	\$.054
40 but less than 45.....	\$.083
45 but less than 50.....	\$.142
50 but less than 55.....	\$.235
55 but less than 60.....	\$.367
60 but less than 65.....	\$.572
65 but less than 70.....	\$1.028
70 but less than 75.....	\$1.840
75 but less than 80.....	\$3.035
Age 80 and over	\$6.147

All American federation of State, County & Municipal (AFSCME) temporary Employees in business unit 179 and Northeast Florida Public Employees; Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) temporary Employees in business unit 190

Age of Employee	Monthly Premium
Less than 25	\$.029
25 but less than 30.....	\$.029
30 but less than 35.....	\$.032
35 but less than 40.....	\$.040
40 but less than 45.....	\$.061
45 but less than 50.....	\$.104
50 but less than 55.....	\$.172
55 but less than 60.....	\$.269
60 but less than 65.....	\$.420
65 but less than 70.....	\$.754
70 but less than 75.....	\$1.349
75 but less than 80.....	\$2.224
Age 80 and over	\$4.505

All St. Johns River Power Park (SJRPP) temporary Employees in business unit 007, JEA temporary employees in business unit 008, St. Johns River Power Park (SJRPP) contracted Employees in business unit 006 and JEA contract Employees in business unit 005

Age of Employee	Monthly Premium
Less than 25	\$.032
25 but less than 30.....	\$.032

30 but less than 35.....	\$.035
35 but less than 40.....	\$.044
40 but less than 45.....	\$.067
45 but less than 50.....	\$.114
50 but less than 55.....	\$.189
55 but less than 60.....	\$.295
60 but less than 65.....	\$.461
65 but less than 70.....	\$.827
70 but less than 75.....	\$1.482
75 but less than 80.....	\$2.442
Age 80 and over.....	\$4.949

All Eligible St. Johns River Power Park Employees who Retiree in business unit 069 (SJRP) and All JEA Employees who Retire under the city of Jacksonville Pension Plan

Age of Employee	Monthly Premium
Less than 25	\$.042
25 but less than 30.....	\$.042
30 but less than 35.....	\$.047
35 but less than 40.....	\$.058
40 but less than 45.....	\$.089
45 but less than 50.....	\$.153
50 but less than 55.....	\$.252
55 but less than 60.....	\$.394
60 but less than 65.....	\$.614
65 but less than 70.....	\$1.102
70 but less than 75.....	\$1.974
75 but less than 80.....	\$3.254
Age 80 and over.....	\$6.592

2. The monthly premium for each \$1,000 of Life Insurance for each dependent spouse is as follows:

All active, Full-time JEA and St. Johns River Power Park (SJRP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

Age of Spouse	Monthly Premium
Less than 25	\$.025
25 but less than 30.....	\$.025
30 but less than 35.....	\$.028
35 but less than 40.....	\$.035
40 but less than 45.....	\$.053
45 but less than 50.....	\$.091
50 but less than 55.....	\$.150
55 but less than 60.....	\$.234
60 but less than 65.....	\$.365

65 but less than 70.....\$.656

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

Age of Spouse	Monthly Premium
Less than 25	\$.025
25 but less than 30.....	\$.025
30 but less than 35.....	\$.029
35 but less than 40.....	\$.035
40 but less than 45.....	\$.053
45 but less than 50.....	\$.091
50 but less than 55.....	\$.150
55 but less than 60.....	\$.235
60 but less than 65.....	\$.367
65 but less than 70.....	\$.659

All Eligible Employees in the JEA Supervisor Association in business unit 063

Age of Spouse	Monthly Premium
Less than 25	\$.020
25 but less than 30.....	\$.020
30 but less than 35.....	\$.023
35 but less than 40.....	\$.028
40 but less than 45.....	\$.043
45 but less than 50.....	\$.074
50 but less than 55.....	\$.122
55 but less than 60.....	\$.190
60 but less than 65.....	\$.296
65 but less than 70.....	\$.532

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

Age of Spouse	Monthly Premium
Less than 25	\$.042
25 but less than 30.....	\$.042
30 but less than 35.....	\$.047
35 but less than 40.....	\$.058
40 but less than 45.....	\$.089
45 but less than 50.....	\$.153
50 but less than 55.....	\$.253
55 but less than 60.....	\$.396
60 but less than 65.....	\$.618

65 but less than 70.....\$1.109

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

All Eligible Employees in the JEA Supervisor Association in business unit 063

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

3. The monthly premium for all dependent child(ren) of a family unit is \$.203 per month for each \$1,000 of insurance.

HEALTH INSURANCE PREMIUMS

Applies to All Eligible Active Employees

The monthly premium for Accidental Death and Dismemberment Benefits is:

Employee\$.030 per month for each \$1,000 of insurance.

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

All Eligible Employees in the JEA Supervisor Association in business unit 063

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power

Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

Spouse\$0.030 per month for each \$1,000 of insurance.
All dependent child(ren) of a family unit\$0.030 per month for each \$1,000 of insurance.

RATE GUARANTEE DATE

January 1, 2017

Notwithstanding anything to the contrary in the GRACE PERIOD provision in the Policy, the Policyholder and the Company agree as follows:

If, in addition to this Policy, the Policyholder has any other insurance policy ("Insurance Policy") or Administrative Services Agreement or other type of service agreement ("Service Agreement") with the Company or any affiliate of the Company, and an administration fee or other payment described in a Service Agreement ("Fee") is not paid in full by the required due date or premium is not paid in full during the grace period for this Policy or an Insurance Policy, the total amount of premium and Fees paid for this Policy and each Insurance Policy and Service Agreement during the month in which the premium or Fee is not paid in full ("the Delinquent Month") will be allocated to this Policy and each Insurance Policy and Service Agreement on a pro-rata basis.

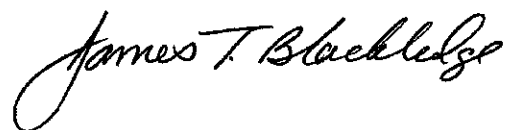
The amount of premium and Fees allocated to this Policy and each Insurance Policy and Service Agreement will be determined by multiplying (a) the amount of premium due for this Policy and each Insurance Policy during the Delinquent Month and the amount of Fees due for each Service Agreement during the Delinquent Month by (b) the percentage equal to (i) the total amount of premium and Fees paid for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month divided by (ii) the total amount of premium and Fees due for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month.

The Policyholder and the Company acknowledge and agree that the method of allocating premium and Fees described in this provision will result in (a) the full amount of premium not being paid during the grace period for this Policy and each Insurance Policy, and (b) the full amount of Fees not being paid by the required due date for each Service Agreement. Accordingly, notwithstanding anything to the contrary in this Policy or any Insurance Policy or Service Agreement, the following will occur:

1. This Policy and any other Insurance Policy will automatically terminate on the date described in this Policy and such other Insurance Policy for non-payment of premium; and
2. Any Service Agreement will automatically terminate at the end of the Delinquent Month.

Dated: May 12, 2016

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chief Executive Officer

PREMIUM RIDER

This rider is made a part of Group Policy GUPR-AKKC.

This rider is effective on the Policy Effective Date.

CLASS(ES)

All Eligible Active Full Time JEA Employees

LONG-TERM DISABILITY INSURANCE PREMIUMS

Voluntary

All Eligible Active Full Time JEA Employees

The monthly premium for long-term disability insurance is as follows:

Attained Age of Employee	per \$100 of Monthly Covered Payroll
< 19.....	\$0.099
20 - 24.....	\$0.099
25 - 29.....	\$0.112
30 - 34.....	\$0.177
35 - 39.....	\$0.263
40 - 44.....	\$0.407
45 - 49.....	\$0.644
50 - 54.....	\$0.964
55 - 59.....	\$1.171
60 - 64.....	\$1.214
65 - 69.....	\$1.214
70 - 99.....	\$1.214

Monthly Covered Payroll means the total amount of basic monthly earnings for which all Employees are insured under the Policy.

RATE GUARANTEE DATE

January 1, 2018 or any date thereafter agreed to in writing by Our authorized representative in Our home office.

PREMIUM ALLOCATION

The total amount of premium paid or remitted by the Policyholder for this Policy and any other group insurance policy the Policyholder has with Us or any of Our affiliates ("Other Policy") will be allocated to this Policy and each Other Policy on a pro-rata basis. This means that if the Policyholder does not pay or remit the full premium that is due for this Policy or any Other Policy by the due date, the full amount of premium for this Policy and each Other Policy will be past due, resulting in termination of this Policy and each Other Policy in accordance with the applicable grace period for this Policy and each Other Policy.