

**SOLICITATION
FOR
MEDICAL ASO, PHARMACY BENEFIT MANAGEMENT SERVICES, STOP LOSS AND
CHRONIC CONDITION MANAGEMENT SERVICES**



JACKSONVILLE, FL

SOLICITATION NUMBER: 1410694646

PROPOSALS ARE DUE ON JUNE 21, 2022 BY 12:00 PM EST

JEA WILL PUBLICLY OPEN ALL PROPOSALS RECEIVED FROM QUALIFIED PROPOSERS ON THE PROPOSAL DUE DATE AT 2:00 PM EST VIA WEBEX. A MEETING LINK WILL BE PROVIDED WITHIN 48 HOURS OF PROPOSAL OPENING ON JEA.COM

ALL PROPOSALS SHALL BE SUBMITTED THROUGH JEA'S E-PROCUREMENT AND CONTRACT MANAGEMENT PORTAL WHICH IS PROVIDED BY ZYCUS SUPPLIER NETWORK WHICH CAN BE ACCESSED AT [HTTPS://ZSN.ZYCUS.COM/GUEST](https://ZSN.ZYCUS.COM/GUEST). INSTRUCTIONS ON HOW TO LOGIN TO ZYCUS ARE PROVIDED BELOW IN THIS SOLICITATION.

PROPOSALS FOR PHARMACY BENEFIT MANAGEMENT SERVICES MUST BE SUBMITTED USING THE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK WHICH MUST BE SUBMITTED VIA ZYCUS.

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1. SOLICITATION

1.1. SCOPE, BACKGROUND AND INVITATION

1.1.1. SCOPE OF SERVICES (RFP)

The purpose of this Request for Proposals (this “RFP”) is to evaluate and select one Medical Insurance Company or Third Party Administrator (TPA) to offer Medical Benefit Plans, Medical Administrative Services Only (ASO), Chronic Condition Management administrative services (to include network access), and Stop Loss coverage to the covered employees and retirees of JEA. Pharmacy Benefit Management Services may be proposed by the Medical TPA/Carrier or by a Pharmacy Benefit Manager on a stand-alone basis. Proposals will be evaluated to determine if Pharmacy Benefit Management Services will be included with the Medical ASO contract or be provided separately as a “Carve out” benefit. Either option will be covered by the same stop loss contract.

- Proposer is to provide Medical Benefit Plans, Medical ASO, Chronic Condition Management administrative services (to include network access) and Stop Loss coverage for all full-time employees working twenty or more hours per week, their eligible dependents, and eligible retirees and their eligible dependents. Proposer may either include Pharmacy Benefit Management Services with these services or provide Pharmacy Benefit Management Services on a stand-alone basis for all full-time employees working twenty or more hours per week, their eligible dependents, and eligible retirees and their eligible dependents. The Pharmacy Benefit Management Services Excel workbook responses must be submitted in its entirety in Excel format and cannot be submitted as a pdf. Proposer agrees to accept dependents included in JEA’s eligibility file as eligible dependents.

A more detailed description of the Work is provided in Appendix A - Technical Specifications/Detailed Scope of Services.

Companies that intend to participate shall email Elaine Selders at seldel@jea.com to request a secure link to receive the Pharmacy Benefit Management Services Excel Workbook and Supplemental Coverage Information.

All pricing, costs, fees or any remuneration for the placement of this Medical ASO, Chronic Condition Management administrative services (to include network access), Stop Loss coverage and/or Pharmacy Benefit Management Services should be **Net of Commissions**.

1.1.2. BACKGROUND

JEA owns, operates and manages the electric system established by JEA, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by JEA. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 478,000 electric, 357,000 water and 279,000 sewer customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

1.1.3. INVITATION - REQUEST FOR PROPOSAL

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

JEA RFP Title: Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services

JEA RFP Number: 1410694646

Proposal Due Time: 12:00 P.M. EST

Proposal Due Date: June 21, 2022

In addition to submitting the Proposal electronically as detailed below, the Proposer shall also mail two hard copies of their Proposal directly to Gallagher, Attention: Debbie Scott, 10199 Southside Blvd., Suite 102, Jacksonville, FL 32256. The phone number if needed for package slip is 904.307.8950.

1.1.4. INVITATION - SUBMITTING A PROPOSAL

Proposers that meet the Minimum Qualification stated herein are invited to submit a Proposal to this Solicitation to perform the Work.

A complete copy of this Solicitation, the Technical Specifications and all other documents referenced in this Solicitation are on JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at <https://zsn.zycus.com/guest>. Instructions on how to login to Zycus is provided below in this Solicitation.

All Proposals are due at the time indicated on the title page of this Solicitation.

A Contract will be presented to the Proposer awarded this Work and the Contract will incorporate by reference this entire Solicitation and all associated Addenda. A sample of the JEA Contract can be found on jea.com.

All documentation submitted with a Proposal must reference the Solicitation Title and Number stated herein. All Proposals must be made on the appropriate forms and formats as specified by this Solicitation and uploaded to JEA's procurement platform.

All Proposals shall be delivered electronically to JEA via the Zycus platform with the exception of two hard copies that must be submitted to Gallagher as noted in Section 1.3.3. An automated, detailed auditing system provides sealed Proposal integrity. Proposals remain sealed on the platform until the Bid Due Date and Time.

A Proposer shall be solely responsible for delivery of its Proposal including Pharmacy Benefit Management Services Excel Workbook to the electronic Zycus platform. The Pharmacy Benefit Management Services Excel workbook responses must be submitted in its entirety in Excel format and cannot be submitted as a pdf.

Proposers are strongly encouraged to acquire log in credentials as early as possible. Additionally, Proposers are encouraged to submit Proposals early to ensure uploading process goes smoothly.

1.1.5. ZYCUS INSTRUCTIONS

I. How to Log In to Zycus – Additional Instructions are attached as Appendix C – Zycus Supplier Instructions

A. New Users – Zycus

1. New Users will need to register to login. Registration will require Company name, Contact and Email Address. It is recommended that users use Google Chrome to access Zycus.
2. Note if the company is already doing business with JEA, you may find the company is already registered in Zycus. In this case, follow the prompts for a new activation code, or a password reset as appropriate.

B. Existing Users or New Users with Previously Registered Emails

1. Once the user has a login on the sourcing platform select "Sign into Zycus", the user may navigate to the solicitation by selecting the icon for the applicable solicitation.

II. How to Submit a Proposal Using Zycus

1. Once logged in, users will see all JEA Sourcing Events, then select the applicable event.
2. Once in the Sourcing Event. The Sourcing Event has prompts for actions required to respond to the solicitation.
3. For the user to proceed to submit a Proposal to JEA using Zycus, the user will be required to provide its acceptance of the of the Zycus iSource Terms & Conditions associated with the work. Such Terms and Conditions may cover non-disclosure, safety, cyber security, Invitation for Bid contract terms, etc.
4. Once terms all terms are accepted, additional Solicitation information will be available for viewing and submitting a Proposal by selecting "Confirm Participation". JEA will then have a record indicating the company intends to submit a Proposal.
5. A user then can respond to each section of the Solicitation, once completed with each section, select "Save". Note each section has a red, yellow, green light code. Items will turn green once completed. Yellow and red lights mean there is

additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.

6. In most Solicitations, JEA will provide Technical Specifications, pricing tables in Excel which the user will need to download. Additionally, Excel pricing tables may need to be uploaded once completed to as part of the Proposal. Users can download the required attachments by selecting the “Buyers Attachments” icon.

7. Once the required forms are uploaded and saved, the section light will turn green. Once all sections are completed and green lighted, the User may select “Submit Proposal”.

8. Once the user selects “Submit Proposal”, the user will receive a “Success” pop-up when submitted.

9. Once submitted users may recall and modify submitted documentation and submit information until the Proposal Due Date and Time.

1.1.6. QUESTIONS

All Questions must be via email to the JEA Buyer listed below at least five business days prior to the Proposal Due Date shown above. Questions received within five business days prior to the Proposal Due Date will not be answered.

For Procurement Questions:

Buyer: Elaine Selders
E-mail: SELDEL@JEA.COM

1.1.7. OPENING OF PROPOSALS

All Proposals received shall be publicly opened, read aloud and recorded at **2:00 PM on the Proposal Due Date**, via WebEx. The details for the WebEx will be on [jea.com](https://www.jea.com) at the following website: <https://www.jea.com/Events> no later than 48 hours before the Proposal opening.

At the opening of Proposals, a JEA Representative will publicly open and announce each Proposal that was received on time. Proposals that have been properly withdrawn will not be opened. JEA has the right to waive any irregularities or informalities in the Proposal Document.

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS

The Proposer for Medical ASO and Chronic Condition Management Services must meet all the following Minimum Qualifications to be considered eligible to have its Proposal evaluated. **Pharmacy Benefit Manager mandatory minimum qualifications are outlined separately in the Pharmacy Benefit Management Services Excel Workbook.** JEA will reject Proposals from Proposers not meeting all of the Minimum Qualifications:

- The Proposer must provide one State of Florida public entity (minimum of 2,500 employees) Medical ASO, Stop Loss and Chronic Condition Management Services account reference to include the reference company name, contact person, phone number, email address and a summary of the scope of work provided by the Proposer for the reference company. JEA will contact and verify the account reference.
- The Proposer must have provided the services and products requested in this RFP in the State of Florida for at least five years, ending December 31, 2021.
- The Proposer and each subcontracted vendor offered by the Proposer must have all the necessary Florida State Licenses, approvals, filing registrations and/or certificates to offer the products and services requested in this RFP.
- If an insurance company, the Proposer and all subcontractors must have, at a minimum, a current A.M. Best, or equivalent company, rating of A- or better as of December 31, 2021 or for the most current rating period. (If applicable).

JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Proposer meets the minimum requirements of this RFP.

Any Proposer whose contract with JEA was terminated for default within the last two years shall have its Proposal rejected.

1.2.2. NUMBER OF CONTRACTS TO BE AWARDED

JEA may Award either one or two Contracts for the work based on certain groupings of the Work items. JEA reserves the right to exclude certain Work items, if JEA determines that such exclusion is in its best interest.

1.2.3. REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

The following forms found in Appendix B to this RFP must be submitted with the Proposal:

- Form 1 - RFP Interrogatories/Questionnaire
- Form 2 - Medical ASO Provider Network & Disruption and JEA Top Providers and Hospitals (Excel)
- Form 3 - Service Level Agreements/Performance Guarantee Metrics
- Form 4 - Proposed Pricing and Rate Exhibit
- Form 5 - Minimum Qualifications Form
- Form 6 - Proposal Form
- Form 7 - Information Security External Data Protection Questionnaire (Excel Doc must be requested by email)
- Form 8 – Conflict of Interest Form
- Form 9 - Pharmacy Benefit Management Services Excel Workbook (Excel Doc must be requested by email)

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

In its sole discretion, JEA reserves the right to reject any and all Proposals either in whole or in part, with or without cause, or to waive any RFP requirement informalities, minor irregularities, and deficiencies in any Proposal, and to determine whether such action is in the best interest of JEA.

The following documents must be submitted prior to execution of a Contract. Failure to submit these documents promptly after notice of an Award could result in JEA's rejection of the Proposal and rescission of any Award.

- Insurance certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals required by the Technical Specifications

1.3. EVALUATION METHODOLOGY

1.3.1. BASIS OF AWARD - HIGHEST EVALUATED

JEA will Award a Contract to the responsive and responsible Proposer whose Proposal meets or exceeds the Minimum Qualifications (Section 1.2.1) in this Solicitation, and whose Proposal receives the highest number of points based upon JEA's evaluation of the Selection Criteria stated in this RFP.

1.3.2. ALTERNATE PROVISIONS AND CONDITIONS

To the extent Proposals contain exceptions to or modify the requirements found in this RFP, including, but not limited to, the Contract terms and conditions contained in Section 2 of this RFP, and any requirements found in the Technical Specifications/Detailed Scope of Services attached as Appendix A to this RFP, such exceptions and modifications are stricken unless JEA affirmatively accepts the exceptions or modifications in the Contract.

1.3.3. INSURANCE REQUIREMENTS

Prior to JEA issuing a Purchase Order to the Proposer to begin the Work or Services, the Proposer shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in the Section 2 below, titled "Insurance Requirements". **Note that the COI shall specifically indicate JEA as an additional insured on all required insurance except Worker's Compensation. Furthermore, waiver of subrogation shall be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.**

1.4. SELECTION CRITERIA

1.4.1. SELECTION CRITERIA

JEA will make an Award based on an evaluation of how well each Proposer meets the evaluation criteria listed in this RFP. JEA will use the evaluation criteria listed below to evaluate the information contained in the Proposal submitted by each Proposer. In the event that JEA, in its sole discretion, requests oral presentations or interviews from one or more proposers, the information obtained by JEA during the oral presentations or interviews may be used in determining final selection. A separate selection criterion for Pharmacy Benefit Management Services will be utilized using the Pharmacy Benefit Management Services Excel Workbook.

1.4.1.1. QUOTATION OF PREMIUMS, RATES, OR FEES PROPOSED BY THE PROPOSER

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum score for criterion is: 20 Points

Illustrate the Proposer's competitiveness on the Medical ASO, Chronic Condition Management Services and Stop Loss premium and rates as proposed in Form 4 – Proposed Pricing and Rate Exhibit and Form 1 – RFP

Interrogatories/Questionnaire in this RFP. Overall competitiveness of individual premiums, monthly and annual costs are the main factor of this criteria.

Pharmacy Benefit Management Services - Maximum score for criterion is: 20 Points

Illustrate the Proposer's competitiveness on the Pharmacy Benefit Management Services premium and rates as proposed in the Financial Offer tab, Specialty Pharmacy Offer tab, Mfc Coupon Programs tab, Administrative Ancillary Fees tab and Financial Requirements tab in the Pharmacy Benefit Management Services Excel Workbook.

Please note the prices quoted by the Proposer on all required Proposal Forms must be firm-fixed prices, not estimates (excluding Stop Loss). Any modifications, exceptions, or objections contained within the response form may subject the response to disqualification.

1.4.1.2. PREMIUM RATE GUARANTEES

Medical ASO and Chronic Condition Management Services - Maximum score for criterion is: 10 Points

Please provide Proposer'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 or 60 months. A multi-year rate guarantee is preferred with proposed rate caps in subsequent years of contract. Provide rate guarantees on Form 4 – Proposed Pricing and Rate Exhibit.

Pharmacy Benefit Management Services - Maximum score for criterion is: 15 Points

Please provide Proposer's premium rates, rebate guarantees, financial guarantees and performance guarantees outlined in the Financial Offer tab, Specialty Pharmacy Offer tab, Performance Guarantees tab, Mfc Coupon Programs tab, and Financial Requirements tab in the Pharmacy Benefit Management Services Excel Workbook.

1.4.1.3. MEDICAL ASO/PHARMACY PROVIDER NETWORK

Medical ASO and Chronic Condition Management Services - Maximum score for criterion is: 15 Points

Demonstrate the size, quality and scope of Proposer's Medical ASO and Chronic Condition Management Services network in Northeast Florida. This will include number of providers and facilities in the proposed networks for PPO and HMO plans. Completion of Form 2 – Medical ASO Provider Network and Disruption requirements, information from responses in Form 1 – RFP Interrogatories/Questionnaire and requested geo access reporting will be used to evaluate network.

Pharmacy Benefit Management Services - Maximum score for criterion is: 10 Points

Demonstrate the size, quality and scope of Proposer's Pharmacy Benefit Management network. Responses from Pharmacy Benefit Management Services Excel Workbook, Network Disruption tab will be utilized to evaluate this criteria.

1.4.1.4. MEDICAL ASO, PHARMACY BENEFIT MANAGEMENT SERVICES, STOP LOSS AND CHRONIC CONDITION MANAGEMENT SERVICES PLAN DESIGN

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum score for criterion is: 15 Points

Proposer must provide benefits that match or enhance current Medical ASO, Chronic Condition Management Services and Stop Loss plans that are currently offered to JEA participants. If plan deviations are not disclosed, proposed plans will be treated as mirroring the current plan designs. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

Pharmacy Benefit Management Services - Maximum score for criterion is: 15 Points

Proposer must provide pharmacy benefits that match or enhance current Pharmacy plan design. Responses from Pharmacy Benefit Management Services Excel Workbook, Questionnaire tab, Open Response tab, Exclusions tab, Claims and Trend Assumptions tab, and Formulary Disruption tab will be utilized to evaluate this criteria.

1.4.1.5. CLAIM ADJUDICATION, TIMING, ACCURACY AND SERVICE RESPONSE

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum score for criterion is: 15 Points

Please provide information about Proposer's claims adjudication, percentage of accuracy, timely claims processing and grievance procedures. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire and Form 3-SLA/PG.

Pharmacy Benefit Management Services - Maximum score for criterion is: 10 Points

Proposer must provide information about claims adjudication, percentage of accuracy, timely claims processing and grievance procedures. Responses from Pharmacy Benefit Management Services Excel Workbook, Questionnaire tab and Financial Requirements tab will be utilized to evaluate this criteria.

1.4.1.6. COMPETENCE OF PROPOSER AND PROPOSER'S REPRESENTATIVES

Medical ASO and Chronic Condition Management Services - Maximum score for this criterion: 5 Points

Include professional and/or technical education and training; experience in the project to be undertaken; availability of adequate personnel, equipment and facilities. Provide resumes of principal staff/project manager showing years of experience in the field for similar projects. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire and Form 5 – Minimum Qualifications.

Pharmacy Benefit Management Services - Maximum score for this criterion: 10 Points

Proposer must provide information regarding professional and/or technical competency. Responses from Pharmacy Benefit Management Services Excel Workbook, Rules tab, Terms and Definitions tab, and Questionnaire tab will be utilized to evaluate this criteria.

1.4.1.7. TECHNOLOGY – ONLINE SERVICES AND FEATURES AVAILABLE TO MEMBERS

Medical ASO and Chronic Condition Management Services - Maximum Score for Criterion is: 5 Points

Describe the services and features members will have access to on Proposer's website and/or mobile application. Provide information on what cyber-security protocols and encryption technology Proposer has in place to protect member information. Provide details regarding any data breaches. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire and Form 7 – Information Security External Data Protection Questionnaire
CONFIDENTIAL_SSI.

Pharmacy Benefit Management Services - Maximum Score for Criterion is: 10 Points

Proposer must provide information regarding services and features members will have access to on Proposer's website and/or mobile application. Responses from Pharmacy Benefit Management Services Excel Workbook, Questionnaire tab will be utilized to evaluate this criteria.

1.4.1.8. PROXIMITY TO THE PROJECT

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum Score for Criteria is: 5 Points

Document the location of Proposer's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required, and maximum points will be awarded. If not located in Jacksonville, FL Proposers are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded. Information will be evaluated from responses in Form 6 – Proposal Form.

Pharmacy Benefit Management Services - Maximum Score for Criteria is: 5 Points

Document the location of Proposer's Account Management team. Responses from Pharmacy Benefit Management Services Excel Workbook, Questionnaire tab will be utilized to evaluate this criteria.

1.4.1.9. FINANCIAL RESPONSIBILITY AND STABILITY

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum Score for Criteria is: 10 Points

Describe form of business Proposer 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 Proposer may wish to supply to demonstrate financial responsibility. Provide information on Proposer'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. Information will be evaluated from responses in Form 5 – Minimum Qualifications Form.

Pharmacy Benefit Management Services - Maximum Score for Criteria is: 5 Points

Proposer must provide information regarding Financial Responsibility and Stability. Responses from Pharmacy Benefit Management Services Excel Workbook, Bidder Requirements tab will be utilized to evaluate this criteria.

1.4.2. TIE

In the event of a tie score between Respondents, the tie shall be resolved in accordance with JEA's Procurement Code and Operational Procedures.

1.4.3. OPTIONAL USE OF JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) PROGRAM

It is at the Proposer's option as to whether it chooses to subcontract with a JSEB firm. JEA encourages the use of JSEB firms; however, the Proposer is not required to utilize a JSEB to be awarded a Contract under this Solicitation.

For more information regarding the JSEB program, please contact Rita Smith, JEA, JSEB Manager, scotrl@jea.com.

1.4.4. LIQUIDATED DAMAGES IN CONTRACT

The Contract issued pursuant to this Solicitation contains liquidated damages tied to project completion deadlines. The Proposer should review the specific time frames and liquidated damage amounts prior to submitting its Proposal.

1.5. GENERAL INSTRUCTIONS

1.5.1. ADDENDA

JEA may issue Addenda prior to the opening of Proposals to change or clarify the intent of this RFP. 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 completing the Confirmation of Receipt of RFP Addenda provided by JEA. JEA will post Addenda when issued online at JEA.com. Responders must obtain Addenda from the JEA.com website. All Addenda will become part of the RFP and any resulting Contract. It is the responsibility of each Proposer to ensure it has received and incorporated into its Proposal all requirements or changes described in Addenda. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Proposal at JEA's sole discretion.

1.5.2. CONTRACT EXECUTION AND START OF WORK

Upon Award, JEA will present the successful Proposer with the Contract. 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 and any associated documents required by JEA, or if the Proposer 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 make an Award to the next-ranked company.

1.5.3. DEFINED TERMS

Capitalized terms used without definition in this RFP shall have the meanings given to them in the Section titled "Definitions" of this RFP.

1.5.4. EX PARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning an RFP between a company submitting a Proposal and a JEA representative during the time in which the RFP is being advertised through the time of Award. Inappropriate communications include private communications concerning the details of the RFP in which a company becomes privy to information not available to the other Proposers. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the RFP process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this restriction will disqualify the noncompliant company's Proposal. Any questions or requests for clarifications concerning this RFP must be sent in writing via email to the

JEA Buyer identified in this RFP at least five 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.

1.5.5. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting the Proposal Form, the Proposer certifies and represents as follows:

A. That the individual signing the Response Form is duly authorized to contractually bind the Proposer to the terms and conditions of this RFP and the Contract. Proposer shall provide satisfactory evidence of such authority within three days of JEA's request. The Proposer must be registered to conduct business in the State of Florida and in active status with the Florida Division of Corporations at the time of contract execution.

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 or the Contract expressly provides that JEA assumes the responsibility.

C. That the Proposer maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, insurance licenses and occupational licenses necessary to perform the Services. 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 the status change.

1.5.6. ETHICS

By submitting a 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 Solicitation. If JEA has reasonable cause to believe the Proposer has submitted more than one Proposal for the same Services, other than as a Subcontractor or sub supplier, JEA shall disqualify the Proposal and may pursue debarment actions.

The Proposer 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. If JEA has reason to believe that collusion exists among the Proposers, JEA shall reject any and all Proposals from the suspected Proposer and will proceed to debar Proposer from future JEA Awards in accordance with the JEA Procurement Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees or contracts 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 shall 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 Proposer 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 Proposer violates any requirement of this clause, the Proposal may be rejected and JEA may debar offending companies and persons.

1.5.7. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.5.8. MATHEMATICAL ERRORS

In the event of a mathematical error in calculation of the prices entered on the Proposal, the Unit Prices will prevail. The corrected price utilizing the Unit Prices will be used to determine if the Company is awarded the Services. Subsequently, the Unit Prices will be used throughout the term of the Contract.

1.5.9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

The Proposer may modify or withdraw its Proposal at any time prior to the Proposal Due Date and Proposal Due Time by giving written notice to JEA's Chief Procurement 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 the time submitted and for a period of 90 days following the opening of Proposals.

1.5.10. PROHIBITION AGAINST CONTINGENT FEES

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

1.5.11. PROTEST OF RFP AND AWARD PROCESS

Proposers shall file any protests regarding this RFP in writing, in accordance with the JEA Procurement Code, as amended. Copies of the JEA Procurement Code are available online at www.jea.com.

1.5.12. RESERVATION OF RIGHTS TO JEA

This RFP provides information to enable the submission of written offers. This RFP 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 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 which JEA determines are 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 RFP at its discretion.

JEA reserves the right to cancel or change the date and time announced for the 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 RFPs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.5.13. SUNSHINE LAW

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 Proposals to this Solicitation are public records and available for public inspection unless specifically exempt by law.

If a Proposer believes that any portion of the documents, data or records submitted in its Proposal are exempt from Florida's Public Records Law (as provided in Florida Statute 812.081(f)), 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 Proposal (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 Proposal are not subject to disclosure.

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

1.5.14. SCRUTINIZED COMPANIES

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or
 - ii. Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3) (a) 4, Florida Statutes, JEA may terminate this Contract at JEA's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

- (1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*;
- (3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3) (b), Florida Statutes, JEA may terminate this Contract at JEA'S option if this Contract is for goods and services of any amount and Contractor:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- (2) Is engaged in a boycott of Israel.

1.5.15. COVID-19

In light of the ongoing COVID-19 pandemic, JEA, or its agents, may screen any employees, contractors or agents of respondents present at JEA facilities for symptoms of COVID-19, possible contact to symptomatic or COVID-19 positive persons. Persons may, in the sole discretion of JEA, be prohibited from working onsite at JEA facilities until they provide evidence of a negative COVID-19 test. All respondents shall adhere to applicable guidelines issued by the CDC and federal, state and local orders intended to protect the health, safety and welfare of the public in relation to COVID-19, including rules regarding the wearing of face coverings.

2. CONTRACTUAL TERMS AND CONDITIONS

Section 2 of this RFP contains JEA's general terms and conditions that will be incorporated by reference in and govern the Contract awarded under this RFP. An example of the Contract that the Company will be required to execute is available for review at jea.com.

2.1. DEFINITIONS

Capitalized words and terms used in this RFP shall have the definitions given to them in this section and shall have the same meaning throughout all parts of this RFP. The Technical Specifications/Detailed Scope of Work included as Appendix A of this RFP may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this RFP or the Contract, definitions set forth in the Appendix A shall apply only within the Appendix A.

2.1.1. ACCEPTANCE

Written notice by an authorized JEA Representative to the Company that all Work specified for an individual service or deliverable has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of the service or deliverable. Acceptance is only applicable to the entirety of the services or deliverables as specified in the Contract, Purchase Order, and Work Order. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.1.2. ADDENDUM

An amendment to the Solicitation which is issued by JEA before the due date for Proposals.

2.1.3. AWARD

The approval of the Contract by JEA's Awards Committee and Chief Executive Officer.

2.1.4. COMPANY

The legal person, firm, corporation or any other entity with whom JEA executes the Contract.

2.1.5. COMPANY REPRESENTATIVE

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

2.1.6. CONTRACT

The written agreement executed by JEA and the Company which describes the rights and obligations of JEA and the Company with respect to the Work and incorporates all of the Contract Documents.

2.1.7. CONTRACT AMENDMENT

A written document signed by JEA and the Company issued after the execution of the original Contract which authorizes an addition, deletion or revision of the Scope of Work, the Contract Price, the Term or any other provisions of the Contract.

2.1.8. PROJECT MANAGER

The individual assigned by JEA to have authority to administer the Contract, including the authority to issue Change Orders.

2.1.9. CONTRACT DOCUMENTS

Contract Documents means the executed Contract, this Solicitation, all documents required by or submitted in connection with this Solicitation or the Contract, and any written change orders, contract amendments and Purchase Orders executed by JEA.

2.1.10. CONTRACT PRICE

The total amount payable JEA to the Company during the Term in accordance with the terms of the Contract.

2.1.11. CONTRACT TIME

The period of time from the effective date of the Contract until the date the Company has agreed to complete the Work, as set forth in the Contract Documents.

2.1.12. DEFECT

Work that fails to reach Acceptance, or Work that fails meet the requirements of any test, inspection or approval required by the Contract Documents, and any Work that meets the requirements of any test or approval, but does not meet the requirements of the Contract Documents.

2.1.13. 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. If a Holiday falls on a weekend, the Holiday will be the day that JEA observes that Holiday.

2.1.14. INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents.

2.1.15. JEA

JEA, a body politic and corporate, which is authorized to own, manage and operate for the benefit of JEA a utilities system within and without JEA.

2.1.16. JEA REPRESENTATIVES

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

2.1.17. JSEB

JEA Small and Emerging Business Enterprises as defined in Chapter 126, Part 6 of JEA, Ordinance Code, as may be amended from time to time.

2.1.18. ACCEPTABLE PERFORMANCE OR ACCEPTABLE 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.

2.1.19. TOP PERFORMANCE OR TOP 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.

2.1.20. UNACCEPTABLE PERFORMANCE OR UNACCEPTABLE 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.

2.1.21. PROPOSAL

The documents submitted by a Proposer in response to the Solicitation.

2.1.22. PROPOSER

The entity that responds to this Solicitation.

2.1.23. PURCHASE ORDER

A document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA.

2.1.24. SOLICITATION

All documents issued by JEA to solicit Proposals from Proposers including, but not limited to, all documents required to be submitted by a Proposer in connection with this Solicitation, the Technical Specifications, and any Addenda to the Solicitation issued by JEA.

2.1.25. SUBCONTRACTOR

A legal person, firm, corporation or any other entity that provides a portion of the Work to JEA on behalf of the Company, or provides supplies or materials to the Company in connection with the Work.

2.1.26. TERM

The period of time during which the Contract is in force.

2.1.27. UNIT PRICE

The price for the performance of a unit of Work.

2.1.28. WORK LOCATION

The place or places where the Work is to be performed, excluding the properties of the Company and any Subcontractors.

2.1.29. WORK

Any and all goods, services, actions, products, documentation, electronic programs, reports, testing, transport, administration, management, materials, tools, equipment, and other deliverables to be furnished or performed by the Company under the Contract, together with any and all additional Work that is not specifically provided in the Contract Documents, but can be reasonably inferred as necessary to complete Company's obligations under the Contract.

2.2. CONTRACT DOCUMENTS

2.2.1. ORDER OF PRECEDENCE

The Contract shall consist of all of the following documents which, to the extent of any conflict, shall have priority in the order listed below:

- Contract Amendments
- Executed Contract Documents
- Exhibits to Contract Documents
- JEA Purchase Order
- Addenda to JEA RFP
- Drawings associated with this RFP
- Exhibits and Attachments to this RFP
- Technical Specifications associated with this RFP
- RFP Solicitation
- References
- Company's Proposal

2.3. SERVICE LEVEL AGREEMENTS (SLAs)

The Company agrees to comply with the Service Level Agreements (SLAs) stated in the Technical Specifications (and Form 3) of this Solicitation. JEA may periodically evaluate Company's compliance with the SLAs stated herein to ensure Company's performance. A copy of JEA's Vendor Performance Scorecard, which JEA may use to evaluate performance, is attached in Appendix C, or can be found on jea.com. The intent is for JEA to review all service metrics quarterly but the frequency is at the discretion of JEA.

2.4. PRICE AND PAYMENTS

2.4.1. PAYMENT METHOD

JEA shall pay the Company in monthly installments for the Services rendered during the preceding month. Company shall invoice JEA in accordance with the rates stated on the Company's Proposal Forms or Workbook.

Company's rates stated on the bid document shall include all profit, taxes, benefits, travel, and all other overhead items.

2.4.2. COST SAVING PLAN

During the Term, 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 Contract Amendments that 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 initiative 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 initiative proposed by Company.

2.4.3. DISCOUNT PRICING

JEA offers any or all of the following optional payment terms, one of which may be elected 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

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

2.4.4. INVOICING AND PAYMENT TERMS

The Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: **ACCTPAYCUSTSRV@JEA.COM**.

JEA will pay the Company the amount requested approximately thirty (30) calendar days after receipt of a proper Invoice from the Company.

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.

2.4.5. JSEB - INVOICING AND PAYMENT

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by JEA.

2.4.6. OFFSETS

If the Company is in violation of any requirement of the Contract, JEA may withhold payments that may otherwise 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.

2.4.7. 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 accepts a position of trust and confidence with JEA and shall diligently work in a manner consistent with the highest standards in the industry to provide quality and best value insurance products including value-added property loss prevention engineering services for JEA.

The Company represents and warrants that it has the full 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 Work.

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 the Contract. Work 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 during the Term of the Contract and for a period of one year thereafter. If any failure to meet the foregoing warranty appears within one year after termination of the Contract, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

EXCEPT AS PROVIDED IN THIS ARTICLE, COMPANY MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO COMPANY'S SERVICES AND COMPANY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This clause governs, modifies, and supersedes any other terms in the Contract which may be construed to address warranties or guarantees or the quality of the Work.

2.6. INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1. INSURANCE REQUIREMENTS

Before starting and until Acceptance of the Services 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, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; 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: \$2,000,000 each occurrence and annual aggregate.

Professional Liability

Errors & Omissions; Insurance Limits: \$1,000,000 each claim and \$2,000,000 annual aggregate.

Company's Commercial General Liability, Excess or Umbrella Liability and Professional Liability policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification Provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's 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, its 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 Services 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 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 Bidders 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 Services on JEA's job sites.

2.6.2. INDEMNIFICATION (JEA STANDARD)

The Company shall hold harmless 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 the Contract or Services 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 the Contract.

2.6.3. RISKS AND PROPERTY

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

2.7. TERM AND TERMINATION

2.7.1. TERM OF CONTRACT – DEFINED DATES

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 year with an option to renew for four, one year terms if it is in JEA's best interest, 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 the Contract in whole or part, with or without cause, at any time after the Award effective date 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 prior to receiving JEA's notice of termination.

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

JEA shall 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 Services under the Contract in the event that:

- The Company assigns or subcontracts the Services 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 Services to the extent that it impacts the Company's ability to meet the Services schedule, or the Company abandons the whole or any part of the Services;
- 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; or
- 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 Services, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expenses of completing the Services 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 receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Services 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 Services.

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 Services 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 scorecard, 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.

2.7.4. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services for any reason by providing Company with written notice of such suspension five days prior to the date of suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of a suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA.

Suspension of the Services due to the Company's negligence or failure to perform, may affect the Company's compensation as stated in the Contract or result in the termination of the Contract.

2.8. DATA PROTECTIONS

2.8.1. DATA OWNERSHIP, PROTECTION AND LOCATION

JEA shall own all right, title and interest in all data of JEA and JEA's customers that is related to the services provided by the Company under the Contract. The Company shall only access JEA's data and JEA's customer's accounts and data (1) in the course of providing the services contemplated by the Contract, (2) in response to service or technical issues, (3) as required by the express terms of the Contract or (4) at JEA's written request.

Protection of personal privacy and data shall be an integral part of the services to be provided by the Company under the Contract to ensure that there is no inappropriate or unauthorized use of data of JEA or JEA's customers at any time. The Company shall safeguard the confidentiality, integrity and availability of all data of JEA and its customers and comply with the following conditions:

- a. The Company shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. For purposes of the Contract, "Personal Data" shall mean data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information: government-issued identification numbers (e.g., Social Security, Driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information relating to a person. Non-Public Data means data, other than Personal Data, that is not subject to distribution to the public as public information and is deemed to be sensitive and confidential because it is exempt by statute, ordinance or administrative rule from access by the general public as public information.
- b. All data obtained by the Company under the Contract shall become and remain the property of JEA.
- c. All Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise agreed in writing between JEA and Company, Company shall be responsible for encryption of the Personal Data and Non-Public Data.
- d. At no time shall any Personal Data or Non-Public Data of JEA or its customers be copied, disclosed or retained by the Company or any party related to the Company for subsequent use in any transaction that is not a part of the services to be provided under the Contract
- e. The Company shall not use any Personal Data, Non-Public Data or any other information collected in connection with the Contract or this Solicitation for any purpose other than providing the services to be provided under the Contract.

The Company will prevent employees of the Company other than employees with a need to know from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities under the Contract Documents shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person. The Company shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of JEA data to that which is absolutely necessary to perform job duties.

The Company shall provide its services to JEA and JEA's customers solely from data centers in the United States. Storage of JEA data at rest shall be located solely in data centers in the United States. The Company shall not allow its personnel or its subcontractors to store JEA and JEA's customer data on portable devices, including personal computers, except for devices that are used and kept only at its data centers in the United States. The Company shall permit its personnel and subcontractors to access JEA's and JEA's customer data remotely only as required to provide technical support.

The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices including but not limited to Purchasing Card Industry -Data Security Standards (PCI-DSS), to prevent unlawful hacking to gain surreptitious access into JEA's and JEA's customer data. The Company shall promptly notify JEA of any breaches or issues regarding the security of Systems that maintain JEA data or JEA's data, provided. However, that any such notification by the Company shall not affect Company's obligations to secure JEA's data as provided under the Contract Documents.

The Company shall notify JEA within six hours if it learns that data of JEA or JEA's customers has been, or may have been, the subject of a Security Incident of any kind which may compromise data of JEA or its customers. In any such event, the Company shall (1) investigate the incident and provide a report to JEA within twenty-four (24) hours; (2) conduct a forensic investigation to determine a cause and what data/systems are implicated; (3) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (4) communicate and cooperate with JEA concerning communications with outside parties such as law enforcement and media; (5) cooperate with JEA in determining whether and how notices, if any, will be provided to JEA's customers, and the content of any such notices, and (6) take commercially reasonable measures to address the possible Security Incident in a timely manner in accordance with all applicable laws and regulations. The term "Security Incident" means the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data that the Company believes could reasonably result in the use, disclosure or theft of unencrypted Personal Data or Non-Public Data of JEA or its customers within the possession or control of the Company.

If a Data Breach with respect to Personal Data has occurred, the Company shall promptly implement necessary remedial measures and document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary. If a Data Breach is a result of the Company's breach of its contract obligation to encrypt Personal Data or otherwise prevent the release of Personal Data or the Company's failure to comply with any of the security requirements contained in the Contract, the Company shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state or federal law; (4) a website or toll-free number and call center for affected individuals required by state law and (5) Completing all corrective actions as reasonably determined by the Company based on the root cause. The term "Data Breach" means the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of the unencrypted Personal Data of JEA or JEA's customers.

2.8.2. DATA OBLIGATIONS ON TERMINATION OR SUSPENSION OF SERVICE

In the event of a termination of the Contract, the Company shall implement an orderly return of JEA's data in a mutually agreeable format at a time agreed to by JEA and the Company and the subsequent secure disposal of all JEA data. During any period of service suspension, the Company shall not take any action to intentionally erase any data of JEA or its customers. In the event of termination of any services or the Contract in its entirety, the Company shall not take any action to intentionally erase any data of JEA or its customers except as mutually agreed upon in writing by the Company and JEA. If JEA instructs the Company to erase any data, the Company shall securely dispose of all requested data in all its forms.

2.9. PUBLIC RECORDS LAWS

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 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract of 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 and 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 questions 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 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 otherwise prohibited 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 THE 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

2.10. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.10.1. 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 Services 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 Services, 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 Services, 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 Services 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 Services, or any part of the Services, 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 Services, 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 Services or will, at the Company's expense, replace the infringing items with noninfringing Services or make modifications as necessary so that the Services 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 Services.

2.10.2. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Services, 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 Services.

2.10.3. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Services to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.10.4. 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 uncopyrighted 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.

2.11. LABOR

2.11.1. 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. 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 the 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 the 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 the Contract will be performed by a Subcontractor, then the Provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.11.2. LEGAL WORKFORCE

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

2.11.3. 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 responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and proposals; and (iii) approving 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.

2.11.4. 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 Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party's employees to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

2.11.5. 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 a Participating Agency of any actual or potential labor dispute that may

affect the Work and shall inform the Participating Agency of all actions it is taking to resolve the dispute. The Company is required to conduct all employee disciplinary actions, including terminations, off JEA property unless specifically approved by the JEA contract manager.

2.12. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.12.1. JEA ACCESS BADGES

If the Services described herein requires a Company to access JEA facilities over a period of time, each Company employee shall apply for a JEA access badge through JEA's Security Department. JEA will run a seven (7) year background check on all Company employee's that apply for a JEA access badge.

An appointment to obtain a JEA access badge can be made by contacting JEA Security at securitybadge@jea.com.

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 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.

2.12.2. BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES

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, including, but not limited to, individuals 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:

- a) Social Security Number (SSN) Trace;
- b) Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);
- c) Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
- d) Background checks which are required pursuant to applicable background screening policies adopted by JEA from time to time, including, but not limited to, background checks required in connection with obtaining a JEA access badge or logical access to JEA systems.

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.

2.12.3. JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets include both physical and cyber Assets that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, the Company must ensure that all individuals that have access to any Assets meet all requirements of JEA, including, but not limited to the background screenings described in Section 2.11.3 above, prior to the individual performing any services for JEA. The specific Assets an individual will access will determine the specific JEA training and criminal background check that will be required before an

employee will be approved to perform services for JEA. The Company will be responsible for all labor costs associated with completion of the training. The Provisions of this Section and Section 2.11.3 above shall apply to all of the Company's Subcontractors and agents, and shall be included in Company's contracts with its Subcontractors for any part of the Work. JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to comply with JEA's requirements related to the updated regulations.

If applicable for the Work to be conducted under any individual Work Order, Company must also be able to certify and demonstrate to JEA's satisfaction that Company is able to comply with JEA's supply chain cyber security risk management plan and the requirements of NERC Reliability Standard NERC CIP-013, including, but not limited to CIP-013 R1. Company must demonstrate that Company has, in JEA's sole discretion, appropriate cyber security processes, including, but not limited to, addressing the following:

- Notification by Company to JEA, within 12 hours or sooner, of any Company personnel, who have been terminated, retired or ceased working on JEA projects.
- Notification by the Company of Company-identified incidents related to the products or services provided to JEA that pose cyber security risk to JEA
- Coordination of responses to Company-identified incidents related to the products or services provided to the JEA that pose cyber security risk to JEA
- Notification by Company when remote or onsite access should no longer be granted to Company representatives
- Disclosure by Company of known vulnerabilities related to the products or services provided to the JEA;
- Method for verification of software integrity and authenticity of all software and patches provided by the Company for use in JEA's Bulk Electric System's Cyber System;
- Coordination of controls for (i) Company-initiated Interactive Remote Access, and (ii) system-to-system remote access with Company; and
- Compliance with JEA CIP Cyber Security Policy (MD-202).

The language in this Section shall also apply to Company's Subcontractors, and shall be included in Company's contracts with its Subcontractors.

JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to adapt the updated regulations.

2.12.4. TRANSITION SERVICES

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), JEA may request Company to provide reasonable transition assistance services ("Transition Assistance"). The Company will provide such Transition Assistance until such time as JEA notifies the Company that JEA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either JEA itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by JEA, those third parties shall cooperate with Company in its Provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to JEA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if JEA terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to JEA, and (ii) JEA will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if JEA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment Provisions of the Contract.

2.12.5. 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 Services under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.12.6. COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review all requirements and specifications prior to commencing Work. The Company shall immediately notify the Project Manager 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.

2.12.7. LICENSES

The Company shall comply with all licensing, registration and 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 Services 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.

2.12.8. 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.

2.12.9. TELEPHONE CONSUMER PROTECTION ACT ("TCPA")

Company indemnifies, defends and holds JEA harmless from any and all claims associated with a violation of the Telephone Consumer Protection Act (eCFR Title 47 Part 64).

2.13. VENDOR PERFORMANCE SCORECARD

2.13.1. VENDOR PERFORMANCE SCORECARD

Use of Vendor Performance Scorecard

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

Scores for all metrics shown on the evaluation range from a low of 0, meaning significantly deficient performance, to a high of 2, 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 scorecard, 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 scorecard 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 Project Manager and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Project Manager. Such response 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 30 days from date of the first Unacceptable Performance letter, the Project Manager 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 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 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 Procurement 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 or more letters of deficiency within any 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 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 scorecard are the property of JEA.

2.14. JEA RESPONSIBILITIES

2.14.1. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under the 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; pandemics; 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 calendar days.

2.14.2. COORDINATION OF SERVICES PROVIDED BY JEA

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer the 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 the Contract.

2.15. MISCELLANEOUS PROVISIONS

2.15.1. AMBIGUOUS CONTRACT PROVISIONS

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

2.15.2. AMENDMENTS

The Contract may not be altered or amended except in writing, signed by JEA Chief Procurement Officer, or designee, and the JEA Representative.

2.15.3. 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 the Contract or any Provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.15.4. CONTINUING SERVICES

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default

2.15.5. CUMULATIVE REMEDIES

Except as otherwise expressly provided in the Contract, all remedies provided for in the 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.

2.15.6. 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 be extended for a period of equal to any time lost due to such prevention or delay.

2.15.7. DISPUTES

If a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative, the dispute shall be handled in accordance with Article 5 of the JEA Procurement Code.

2.15.8. ENTIRE AGREEMENT

The 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 the 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.

2.15.9. 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 the 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.

2.15.10. HEADINGS

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

2.15.11. INDEPENDENT CONTRACTOR

Company is performing the Contract as an independent contractor and nothing in the 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.

2.15.12. 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.

2.15.13. 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.

2.15.14. NEGOTIATED CONTRACT

Except as otherwise expressly provided, all Provisions of the Contract 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 the Contract. Therefore, doubtful or ambiguous Provisions, if any, contained in the Contract shall not be construed against the party who physically prepared the Contract.

2.15.15. NONEXCLUSIVE

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

2.15.16. 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.

2.15.17. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

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.

Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Company shall, at all times during the term of the Contract and for a period of five years after the completion of the Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of the Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, or JEA may exercise any other remedies available by law.

2.15.18. SEVERABILITY

In the event that any Provision of the 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 the 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.

2.15.19. 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 Services under the Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of the 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 the Contract.

In all cases, the Company will be responsible for the acts and omissions of its Subcontractors. The Company shall ensure that all relevant contractual obligations will flow down to its Subcontractors and are be incorporated into all subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

2.15.20. SURVIVAL

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

2.15.21. TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under the 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.

2.15.22. TIME OF ESSENCE

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

2.15.23. WAIVER OF CLAIMS

A delay or omission by JEA to exercise any right or power under the Contract shall not be construed to be a waiver thereof. A waiver by JEA under the 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, the Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, the Contract.

The Company's obligations to perform and complete the Services 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 Services by JEA; nor any correction of faulty or defective Services by JEA.

3. APPENDIX A - TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF SERVICES

A more detailed description of the Work is provided in the Technical Specifications included as **Appendix A** to this RFP.

4. APPENDIX B – FORMS

Appendix B contains the following forms that Proposers must submit with their Proposal:

- Form 1 – RFP Interrogatories/Questionnaire
- Form 2 – Medical ASO Provider Network & Disruption and JEA Top Providers and Hospitals (Excel)
- Form 3 – Service Level Agreements/Performance Guarantees
- Form 4 – Proposed Pricing and Rate Exhibit
- Form 5 – Minimum Qualifications Form
- Form 6 – Proposal Form
- Form 7 – Information Security External Data Protection Questionnaire CONFIDENTIAL_SSI (Excel Doc)
- Form 8 – Conflict of Interest
- Form 9 - Pharmacy Benefit Management Services Excel Workbook (Excel Doc must be requested by email)

5. APPENDIX C – ADDITIONAL DOCUMENTS

- Zycus Supplier Instructions
- Census
- Stop Loss Policy
- Claims History (2019, 2020, 2021)

- Certificates (HDHP 03160, HDHP 03161, HMO, PPO)
- Vendor Performance Scorecard
- Medicare agreement
- Flyer
- Admin Services Agreement
- Amended ASA 7/01/20 – 12/31/2021

APPENDIX A – TECHNICAL SPECIFICATIONS/DETAILED SCOPE OF SERVICES

- A. JEA is soliciting competitive proposals with this Request for Proposal (RFP), to provide Medical Benefit Plans, Medical ASO, Chronic Condition Management Services, Stop Loss coverage and/or Pharmacy Benefit Management Services for all full time employees working twenty or more hours per week and their eligible dependents, eligible retirees and their eligible dependents and COBRA qualified beneficiaries.
- B. All technical specifications relating to the Pharmacy Benefit Management Services are outlined in the Pharmacy Benefit Management Services Excel Workbook.
- C. The effective date of this plan of benefits is to be January 1, 2023.
- D. The Proposer must offer the following: one (1) HMO plan with Health Reimbursement Account one (1) PPO medical plan and one (1) PPO High Deductible Health Plan with Health Savings Account.
- E. JEA is seeking to review two (2) options as follows: one (1) company to offer Medical Administrative Services, Medical benefit plans, network access, Chronic Condition Management services, Stop Loss coverage and Pharmacy Benefit Management Services for all full time employees working twenty or more hours per week and their eligible dependents, eligible retirees and their eligible dependents and COBRA qualified beneficiaries; and one (1) company to offer Medical Administrative Services, Medical benefit plans, network access, Chronic Condition Management and Stop Loss coverage for all full time employees working twenty or more hours per week and their eligible dependents, eligible retirees and their eligible dependents and COBRA qualified beneficiaries with a Pharmacy Benefit Management Services Administration contract carved out on a standalone basis. JEA, at their sole discretion, reserves the right to award a contract for the option that best meets their objectives.
- F. Provide JEA with a premium payment plan that allows JEA to pay their Stop Loss premiums and ASO fees 45 days in arrears.
- G. Provide quality and effective Medical plans to include Behavioral Health/Substance Abuse benefits and Chronic Condition Management Services.
- H. Provide quality and effective Stop Loss coverage.
- I. Provide quality and effective Pharmacy Benefit Management Services as part of the Medical ASO or the option of providing quality and effective Carve-out Pharmacy Benefit Management Services which are separate from the Medical ASO but included in the Stop Loss contract as eligible reimbursement expenses.
- J. Provide competitive ASO fees and Stop Loss premiums for the requested Medical and Pharmacy administrative services.
- K. Proposer must be able to accept electronic submissions of enrollment and eligibility transferred by JEA via HIPAA secured files.
- L. Provide quality and timely claims service and benefit adjudication as defined in SLA/PG outlined in Form 3 and in the Pharmacy Benefit Management Services Workbook.
- M. Provide monthly claims data directly to JEA's chosen Well-being program administrator.
- N. Provide excellent and timely client services and member services as defined in SLA/PG outlined in Form 3 and in the Pharmacy Benefit Management Services Workbook.
- O. JEA will be allowed to pay up to 15 days from submission of the monthly claims billings from the Proposer.

- P. The proposer must use a unique member identifier other than Social Security numbers.
- Q. Provide a large quality network of HMO/PPO physicians and hospitals with timely access for appointments and short wait periods for services as defined in SLA/PG outlined in Form 3.
- R. The winning Medical ASO proposer will provide JEA a \$100,000 Well-being contribution annually. JEA will have total discretion on how to spend these Well-being monies.
- S. Provide a comprehensive fee and claims reporting package. This package at a minimum will report by benefit plan, total fee paid, total paid claims, number of participating employees and dependents and utilization on a monthly basis. Proposer must provide JEA's consultant with this data via monthly file feeds as defined in SLA/PG outlined in Form 3 and in the Pharmacy Benefit Management Services Workbook.
- T. Allow the Buyer at no additional fees outside of the agreed upon ASO fees for claims audits to be performed on an annual basis and PBM market check and pharmacy/rebate audits as outlined in Pharmacy Benefit Management Services Excel Workbook.
- U. Proposer agrees to provide the necessary medical and or pharmacy data within fifteen (15) business days upon request to the Buyer's chosen Third Party Auditors at no additional cost on an annual basis during the term dates of this contract.
- V. Confirm that pharmacy rebate guarantees are for actual rebates received from pharmaceutical manufacturers and do not include other amounts including, but not limited to, therapeutic interchange savings. Proposer should reference Pharmacy Benefit Management Services Excel Workbook.
- W. Confirm that your proposed pharmacy rebate guarantee payments will not be altered during the term of the contract for any reason other than:
- A change in government legislation which materially impacts the current economics of the rebating process between manufacturers and managed care organizations which then has a material adverse impact on the rebates that the medical contractor or PBM receives, OR
 - A generic product is expectantly introduced to the market ahead of the anticipated generic launch date.
 - An agreed upon contract amendment at the request of the JEA's consultant.
- X. Confirm that there is no level of formulary compliance that must be achieved to obtain stated discounts and rebates. Proposer should reference Pharmacy Benefit Management Services Excel Workbook.
- Y. Provide quality educational and informational materials concerning health and wellbeing of the employees of the JEA.
- Z. 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 as defined in SLA/PG outlined in Form 3.
- AA. Provide appropriate number of Contractor representatives to assist JEA with annual open enrollment, educational seminars, health fairs, lunch and learns and other Contractor related educational and promotion activities at no additional costs.
- BB. The Contractor shall use JEA's intranet to disseminate information. This information will be kept updated by the proposer on a quarterly basis, or sooner, if plan changes, legislative revisions or updates are required. Proposer will notify JEA as new legislation is created by federal and state legislators.
- CC. The Proposer's counsel and/or legal department will originate and maintain formal plan documents and all amendments attached thereto in conjunction with JEA. It shall be the proposer's responsibility to maintain compliance with all current local, state and federal legislation and regulation so as to protect

the eligibility and integrity of JEA Employee Benefits Plan. The successful proposer shall be required to continually monitor all state and/or federal legislation and regulations concerning its medical and/or pharmacy plans and any effects that legislation and/or regulation may have on such plans and the services provided under this RFP, and provide timely updates to the plan documents when needed. The proposer shall consult with JEA regarding any federal or state legislation or regulation and how it may impact plan design, benefit plans, claims adjudication or taxation, ID cards and Explanation of Benefits (EOBs) in a timely manner following notice of such legislation or regulation.

- DD. The Proposer will implement all required federal or state mandates that affect the administration services at no additional cost to JEA for the term of the contract period.
- EE. The Proposer is expected to provide prompt and professional member services. 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 as defined in the Pharmacy Benefit Management Services Workbook.
- FF. JEA will require the Proposer to have the upcoming renewal complete and finalized six months prior to the next renewal date. The renewal should be in written form and delivered to the attention of Pat Maillis at JEA’s Employee Benefits department.
- GG. The Proposer will provide timely and complete reports to complete the Retiree Drug Subsidy (RDS) reporting requirements.
- HH. The Proposer will provide all required reporting and compliance with New York Public Goods Surcharge and any other state paid claims reporting as necessary.
- II. The Proposer will provide additional health costs information and prescription drug reporting annually to CMS as required by the Consolidated Appropriations Act, 2021 (CAA) at the timeline established, at no additional cost to JEA.

The following pages will provide you with a detailed description of the RFP requested benefits. Please quote the Medical, Pharmacy (using the Pharmacy Benefit Management Services Excel Workbook), Stop Loss, and Chronic Condition Management benefit plans as closely as possible. If your company cannot provide a specific benefit, co-insurance, co-payment, and particular service or have contract differences, please provide a listing of the deviations.

This section will be evaluated for Selection Criteria 1.4.1.4 Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Service Plan Design.

Medical/Pharmacy ASO

Medical and Pharmacy Plan Benefits Requested: One (1) HMO plan with Health Reimbursement Account one (1) PPO medical plan and one (1) PPO High Deductible Health Plan with Health Savings Account. The Proposer must include Administrative Services, Stop Loss coverage, Medical benefits, network access and Pharmacy Benefit Management services for the requested plans.

Plan Funding:

(All Eligible Plan Participants) Self Insured, ASO, Specific Stop Loss only to include Medical and Pharmacy - \$250,000 Specific Deductible. (No aggregate coverage.)

- **Plan Participants:** all full-time employees working twenty or more hours per week, their eligible dependents, and eligible retirees and their eligible dependents. Proposer agrees to accept dependents included in JEA’s eligibility file as eligible dependents.

Dependent Definition:

A dependent is defined as a covered employee's legal spouse or dependent child of the employee or employee's spouse.

Dependent children will be covered until the end of the calendar year in which he/she reaches age 26. Dependent children may continue to have coverage until the end of the calendar year in which he/she turns 30 if they are unmarried, do not have dependents of their own, are a full or part-time student and have no other health insurance. A dependent child is defined as:

- A natural child
- A Foster child
- A stepchild
- A legally adopted child
- A child for whom legal guardianship has been awarded to the covered employee or the employee's spouse
- Unmarried children of any age who become mentally or physically disabled before reaching the age limit

FL Statute 627.6562 Dependent Coverage:

Health insurance coverage is available for dependents age 26 to 30.

FL Statute 627.641 Coverage for Newborn Children:

Newborn children of a covered family member other than the spouse of the insured or subscriber will be covered until they reach 18 months of age. Example: Grandchildren

Current Contract (provided for informational purposes) - Employee Monthly Contribution:

	BlueOptions PPO 03768		BlueCare HMO 47 w/HRA		BlueOptions HDHP 3160/3161 w/HSA	
	EE Contribution	Fully Insured Equivalent Rate	EE Contribution	Fully Insured Equivalent Rate	EE Contribution	Fully Insured Equivalent Rate
Employee Only	\$96.42	\$825.86	\$58.58	\$755.18	\$0	\$599.48
Employee + Spouse	\$597.54	\$1,765.88	\$474.08	\$1,614.72	\$331.08	\$1,282.66
Employee + Child(ren)	\$506.67	\$1,595.42	\$398.58	\$1,458.92	\$271.09	\$1,158.84
Employee + Family	\$992.70	\$2,507.16	\$802.58	\$2,292.58	\$592.23	\$1,821.52

Retirees pay 100% of the fully insured equivalent rates for themselves and their dependents.

JEA contributes \$600 annually to the employee's HRA for individual coverage; \$1,200 HRA contribution annually to employees enrolled in employee plus dependent coverage.

JEA contributes \$1,000 annually to the employee's HSA for individual coverage; \$2,200 HSA contribution annually to employees enrolled in employee plus dependent coverage.

Eligibility:

- Active fulltime employees who work a minimum of 20 hours per week.
- Eligible dependents of employees
- Eligible retirees and dependents

Medical/Pharmacy ASO Quotes Requested

Please provide an ASO quote that includes all of the administrative and claims management services currently being offered by Florida Blue.

Currently, pharmacy rebates are paid to JEA on a quarterly basis from the PrimeRx program. We are requesting the following ASO quote:

Option 1. ASO fees with Medical and Pharmacy Administration included in the Medical ASO.

Option 2. ASO fees for Medical with Pharmacy provided through carveout PBM services. Any and all additional ASO fees attributable to carving out the PBM should be represented in this option.

Stop Loss Quotes Requested

Please provide a Stop Loss quote that matches the criteria below utilizing Form 4 – Proposed Pricing and Rate Exhibit.

Stop Loss:

(One (1) HMO w/HRA, one (1) HDHP/HSA, one (1) PPO)

- Specific Stop Loss: \$250,000 deductible to include Medical and Pharmacy (included in Medical ASO or carveout PBM); an alternate to include \$275,000 deductible; and alternate to include \$300,000 deductible
- Aggregate: None
- Funding: 18/12

Chronic Condition Management

Chronic Condition Management program requested: JEA is interested in a Chronic Condition Management program (formerly known as Disease Management) to be part of their overall approach to providing full healthcare administrative management (either directly or through a subcontractor as follows:

- Follow-up care and programs to address health risks and prevalent chronic diseases over time, e.g. cardiac risk, diabetes and asthma management programs, etc.
- Reporting systems to allow year-to-year comparisons and identification of the effects of risk screening and chronic condition management on the total plan costs.
- Health risk and consumer educational materials
- Provider education and collaboration of the health plan benefits managing the total claims costs for chronic conditions
- Ongoing outreach to members identified for Chronic Condition Management and live attempts to contact members for program participation and engagement
- Efficiently retrieve and utilize all claims data (lab, medical providers, pharmacy, behavioral health, Personal Health Assessments) to support the success of the Chronic Condition Management program
- Offer transition of care services to successfully manage all chronic conditions to include pregnancy, hospitalization, prolonged treatment protocols, and chronic/terminal illnesses

All pricing should be included on Form 4 - Proposed Pricing and Rate Exhibit, and in the Pharmacy Benefit Management Services Workbook.

APPENDIX B - FORMS

- Form 1 – RFP Interrogatories/Questionnaire
- Form 2 – Medical ASO Provider Network & Disruption (Excel Document)
- Form 3 – Service Level Agreements/Performance Guarantee Metrics
- Form 4 – Proposed Pricing and Rate Exhibit
- Form 5 - Minimum Qualifications Form
- Form 6 – Proposal Form
- Form 7 - Information Security External Data Protection Questionnaire CONFIDENTIAL_SSI (Excel Doc)
- Form 8 – Conflict of Interest Form
- Form 9 – Pharmacy Benefit Management Services Workbook

FORM 1 - RFP INTERROGATORIES/QUESTIONNAIRE

Proposers of Medical ASO, Chronic Condition Management Services and Stop Loss coverage must complete the entire RFP Interrogatories/Questionnaire contained in Form 1. If a question is not applicable for your proposal, please put "n/a" for your answer. Do not answer a question by referring to another section of this RFP. While JEA will generally consider all information submitted when scoring the evaluation criteria described in Section 1.4 Selection Criteria, JEA will give more weight to questions identified in Form 1 as being used to score a specific evaluation criterion.

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. Indicate in your answer that there is an attachment to this section. Label and number each attachment with the appropriate name of section, page number and question number.

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.

PLEASE NOTE ALL BIDDING REQUIREMENTS, CRITERIA AND RESPONSES RELATED TO YOUR PHARMACY BENEFIT MANAGEMENT PROPOSAL MUST BE PROVIDED THROUGH COMPLETION OF THE SEPARATE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK AND FORMULARY DISRUPTION RESULTS EXCEL WORKBOOK PROVIDED BY ELAINE SELTERS AT SELDEL@JEA.COM.

PROPOSALS FOR PHARMACY BENEFIT MANAGEMENT SERVICES MUST BE SUBMITTED USING THE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK WHICH MUST BE SUBMITTED VIA ZYCUS.

Information Regarding Subcontractors' Key Personnel Performing Services

1. List the names and addresses of all major first tier subcontractors or sub-sub-Contractors (does not apply to Health providers in the network) and describe the extent of work to be performed by each first tier subcontractor or sub-sub-Contractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
2. Confirm that Proposer's subcontractors have been licensed to transact insurance and administrative products similar to those requested herein, for at least five (5) years in the State of Florida.
3. On what date did the Proposer first enroll a group in Florida for coverage and for what type of coverage. (If the Proposer is using a subcontractor(s), please identify which services are subcontracted and when the Proposer's subcontractors enrolled the first group in Florida for coverage and for what type of coverage)?

Type of Coverage	Date
HMO Products	
PPO Products	
Select or Limited Network Products –	
Self-Funding / Administrative Services Agreement (ASO)	

Pharmacy Benefit Management	
Chronic Condition Management Program	

4. Provide the enrollment data (including all plans) requested below for the Proposer or Proposer's subcontractor(s):

a.) National Enrollment

	1/1/2018	1/1/2019	1/1/2020
Commercial Enrollment			
Medicare Enrollment			
Medicaid Enrollment			
Chronic Condition Management Enrollment			
Other Enrollment			

b.) Florida Enrollment

	1/1/2018	1/1/2019	1/1/2020
Commercial Enrollment			
Medicare Enrollment			
Medicaid Enrollment			
Chronic Condition Management Enrollment			
Other Enrollment			

c.) Northeast Florida Enrollment

	1/1/2018	1/1/2019	1/1/2020
Commercial Enrollment			
Medicare Enrollment			
Medicaid Enrollment			
Chronic Condition Management Enrollment			
Other Enrollment			

5. What percent of the Proposer's Florida enrollment in 2019 and 2020 is from public sector clients? What percentage is fully-insured vs. self-insured?

Medical Florida Enrollment

	2019 Total Enrollment	2019 % of Public Sector	2019 % of Private Sector	2019 % of Fully- Insured	2019 % of Self-Insured
Commercial Enrollment					
Medicare Enrollment					
Medicaid Enrollment					
Other Enrollment					

	2020 Total Enrollment	2020 % of Public Sector	2020 % of Private Sector	2020 % of Fully- Insured	2020 % of Self-Insured
Commercial Enrollment					
Medicare Enrollment					
Medicaid Enrollment					
Other Enrollment					

	2019 Total Enrollment	2019 % of Public Sector	2020 Total Enrollment	2020 % of Public Sector
Chronic Condition Management Enrollment				

6. Detail any mergers/acquisitions and outcomes (Medical, PBM and Chronic Condition Management) involving the Proposer, which have occurred in the last 12-month period, and any which are planned for the next 12 to 24 months.
7. Is the Proposer's organization currently in compliance with Florida Office of Insurance Regulation profitability and reserve requirements? Yes _____ No _____ If no, has the Proposer been required to submit a Corrective Action Plan (CAP)? Yes _____ No _____ If yes, attach a copy of the CAP.
8. Has the Proposer had a negative audit finding during a client audit in the past three (3) years? Yes _____ No _____ If yes, please summarize findings and resolution.
9. Has the Proposer's organization had to reimburse a client in the past three (3) years as a result of the audit findings? Yes _____ No _____ If yes, how much was reimbursed and for what reasons?
10. Does Proposer plan on major changes or upgrades to Proposer's administrative system or the platform (Medical, PBM, or Chronic Condition Management) Proposer is proposing for JEA in the next 24 months? Yes _____ No _____ If yes, please explain.
11. Identify the medical staff and/or advisory board who are responsible for reviewing Proposer's programs (Medical, PBM, and Chronic Condition Management).
12. Describe the audit controls that the Proposer has in place such as SAS-70 certified; SSAE-16 certified.
13. Is the Proposer or any of its subcontractors' owned or controlled by any other organization (Medical, PBM and/or Chronic Condition Management)? Yes _____ No _____ If yes, please explain this relationship
14. Is the proposer's program (Medical and/or PBM) for-profit or not-for-profit? If not-for-profit, under which IRS code does the Proposer operate?
15. Have claims been made against Proposer's General Liability policy within the past two (2) years?

Yes_____ No_____ If yes, what types of claims have been made against the policies?

16. Confirm there would be a specific account management team assigned to JEA? Yes____ No ____
Please describe the role of each member of the dedicated account management team and where they are located. Who is the key primary point of contact for JEA?

Proposed Plan Design, Network, Network Disruption, Provider Reimbursement, Prescription Drug Benefits, and Chronic Condition Management Programs

17. Confirm Proposer can administer all core benefit options as outlined in Florida Blue SPDs and corresponding SBCs. Provide any deviations to the core benefit option covered services, limitations/exclusions and system limitations. Failure to disclose deviations that contribute to additional claims cost may result in the selected Proposer being financially liable for the additional claims cost.
18. At a minimum, address the following items including any limitations, exclusions and system limitations should JEA implement any changes to the Plan Design of benefits such as:
- Change in copays for PCP and/or Specialist
 - Change in copays/coinsurance for Hospitals, Emergency Room, Diagnostic Testing, Advanced Imaging
 - Administering different copay/coinsurance by type of facility (i.e., hospital vs. freestanding facility)
 - Administering a tiered-copay/coinsurance by type of network providers
 - Change in copay for prescription drugs and any minimum differential between each tier
 - Administering a select network of facilities/providers for selected plan(s)
 - Administering a select network of pharmacies for selected plan(s)
19. At a minimum, address the following items including any limitations, exclusions, network and/or system limitations should JEA elect to:
- Carve out Well-being and Chronic Condition Management Programs and data sharing between vendors. File feeds should be available on a monthly basis.
 - Select facilities/provider networks – based on pricing and quality.
 - Select/specialty pharmacy networks.
 - Carve out advanced imaging services and data sharing between vendors.
 - Work with vendors that conduct reviews and develop pricing tools for complete transparency of services and providers pricing.
 - Propose a program(s) specifically to and for JEA's population, to improve chronic conditions, well-being, etc.
 - Ability to provide reporting and justification on the Return on Investment (ROI) for the Chronic Condition Management program.
20. Describe, in detail, the Proposer's out-of-area coverage for traveling members, both within and outside the United States. Describe the Proposer's capabilities for negotiating fees with out-of- area providers and the cost for negotiating such fees (please provide a percentage or dollar amount for such services).
21. Does the Proposer's plan cover members that utilize services offered through a walk-in facility such as those located in a retail environment? Yes____ No____ If yes, are there any limitations? If an employee is in an HMO plan and is outside of the service area and chooses to use a walk-in facility or urgent care instead of the emergency room, would this be covered as an in-network benefit?

Yes ___ No ___ If yes, are there any limitations?

22. Does the Proposer have a Medicare EGWP program that can be offered to JEA? Yes ___ No ___ If yes, describe your program and the education and communications that will be offered throughout the plan year at JEA's requested timeline for optimal participation.

Behavioral Health/Employee Support Services – Behavioral Health

23. Provide a complete listing of all limitations and exclusions to the current Behavioral Health/Substance Abuse programs as outlined in JEA's current plan design
24. Provide a description of any outreach programs used to identify special-needs groups (i.e., women's health, depression, anxiety, domestic violence, substance abuse, etc.).
25. Describe the types of illness/diagnoses the Chronic Condition Management program supports.
25. Will the members have access to 24-hour crisis intervention services or 24-hour nurse on duty services? Yes ___ No ___ If no, what are the hours?
26. Does the Proposer's Chronic Condition Management program provide patient-specific information back to the patient's Primary Care Physician? Yes__ No ___
27. Will the Proposer provide education and educational materials to facilities/providers and JEA's employees regarding available Behavioral Health/Substance Abuse Programs?
Yes___ No ___ If yes, describe.
28. How would a member access non-life threatening Behavioral Health? How would a member access emergency care or psychiatric evaluations?
29. How do members access services after hours and weekends? What percentages of the Proposer's providers, by provider type, (MD, PhD, LCSW, LMFT, LMHC and ARNP) offer evening and weekend access?

HMO

Type of Provider	% with Evening Hours	% with Weekend Hours
MD		
PhD		
LCSW		
LMFT		
LMHC		
ARNP		

PPO

Type of Provider	% with Evening Hours	% with Weekend Hours
------------------	----------------------	----------------------

MD		
PhD		
LCSW		
LMFT		
LMHC		
ARNP		

30. How would transition of care be handled for members currently under Behavioral Health/Substance Abuse care with a provider that is not in the Proposer's existing network, including timeframes? How would transition of care be handled if a provider is terminated from the Proposer's network during the course of treatment?
31. Confirm Proposer will assist in ensuring Mental Health/Substance Abuse benefits have parity in regard to the use of nonquantitative treatment limitations (NQTLs) compared to plans' medical/surgical benefits. Yes ____ No ____
32. Confirm Proposer will assist JEA in demonstrating compliance with mental health parity requirements in response to a state or federal agency at no additional cost. Yes ____ No ____
33. Describe detoxification services for alcohol and other substances.
34. Does this service include ambulatory detoxification through MDs? Yes ____ No ____
35. List the Proposer's and/or Proposer's subcontractor's Behavioral Health/Substance Abuse facilities under contract in Northeast Florida.

HMO

Specialty	Facility Name	Location
Behavioral/Mental Health Facilities		
Inpatient		
Intensive Outpatient		
Substance Abuse Facilities		
Inpatient		
Intensive Outpatient		
Residential Treatment Facilities		

PPO

Specialty	Facility Name	Location
Behavioral/Mental Health Facilities		
Inpatient		
Intensive Outpatient		
Substance Abuse Facilities		
Inpatient		
Intensive Outpatient		
Residential Treatment Facilities		

36. Provide the number of Behavioral Health professionals (broken down by MD, PhD, LCSW, LMFT, LMHC and ARNP) included in Proposer's Northeast Florida network.

HMO

Provider Type	Duval	Clay	St Johns	Nassau	Baker
ARNP					
LCSW					
LMFT					
LMHC					
MD					
PhD					

PPO

Provider Type	Duval	Clay	St Johns	Nassau	Baker
ARNP					
LCSW					
LMFT					
LMHC					
MD					
PhD					

37. What percentage of Proposer's contract physicians are board certified in Psychiatry for 2021?
 _____%.

38. Provide the number of Proposer's encounters for Northeast Florida (Duval, Clay, St Johns, Nassau and Baker Counties), in 2018, 2019, and 2020. Use chart below.

HMO

Behavioral Health / Substance Abuse	2018	2019	2020
Visits/1,000 lives			
Percent of covered lives that sought services			

PPO

Behavioral Health / Substance Abuse	2018	2019	2020
Visits/1,000 lives			
Percent of covered lives that sought services			

Plan Network – Medical

39. Confirm all in-network providers will accept negotiated rates as payment in full with no balance billing to member. Yes ___ No ___ If no, provide explanation.
40. Does the Proposer have special arrangements in place with any provider(s) to have work-site visits performed by physicians, PA or nurse practitioners? Yes ___ No ___ If yes, what types of services can be performed at JEA's locations?
41. Complete the following Geo-Access summary for JEA's employees. The Proposer's study should include a summary report for each of the items listed below. Each summary should indicate the total number and percentage of employees with access by zip code and by county for all networks that the Proposer is proposing. Please include the following Geo-Access Reports:
- Number and percentage of employees with two (2) adult Primary Care Physicians (Family Practice, General Practice, Internists) within ten (10) miles of the employee's zip code.
 - Number and percentage of employees with two (2) Pediatricians within ten (10) miles of the employee's zip code.
 - Number and percentage of employees with two (2) OB/GYNs within ten (10) miles of the employee's zip code.
 - Number and percentage of employees with one Urgent Care and Emergency Room within ten (10) miles.

County	Number of Eligible Employees		PCP % of EEs w/2 PCPs w/in 10 miles		PED % of EEs w/2 PEDs w/in 10 miles	
	HMO	PPO	HMO	PPO	HMO	PPO
Duval						
Clay						
St. Johns						
Nassau						
Baker						

County	OB/GYN % of EEs w/2 OB/GYNs w/in 10 miles		Urgent Care & ER % of EEs w/1 UR/ER w/in 10 miles	
	HMO	PPO	HMO	PPO
Duval				
Clay				
St. Johns				
Nassau				
Baker				

42. Provide an electronic copy (in a usable Excel format) of the Proposer's most up-to-date provider directory for Duval, Clay, St. Johns, Nassau and Baker Counties including TIN numbers, Name, Address, City, Zip Code, Specialty and Network type for all of the networks that the Proposer is proposing (broken down by each network type). If the Proposer is using different networks, provide all networks proposed and identify each network by name.
43. Complete the attached Disruption Report in Form 2 – Medical ASO Provider Network & Disruption.
44. Are any of Proposer's local and/or national networks leased/rented or owned by the Proposer? Leased ___ Rented ___ Owned ___ If the network is leased/rented, list the owner and/or name of the network, the service area that this leased/rented network covers, and identify any specific issues with the leased/rented network which may have an impact on performance?

45. Are there any hospitals in the Northeast Florida (Duval, Clay, St. Johns, Nassau and Baker Counties) area with which the Proposer is not contracted for either HMO or PPO networks? Yes _____ No_____ If yes, list all hospitals by HMO or PPO network.
46. What is the current percentage of primary care physicians accepting new patients for HMOs in Northeast Florida? Please provide primary care physicians' data separately.
47. Will the Proposer's network allow participating dependents to select/access local providers if the dependent resides in another location and if the Proposer has a network available in that location?
Yes _____ No _____
48. Currently, the HMO and PPO Networks are based on a non-gatekeeper model. Confirm Proposer's proposed HMO and PPO networks are on a non-gatekeeper model? Yes _____ No _____
49. Is member satisfaction information linked to physician compensation? Yes _____ No _____ If yes, describe how?
50. Are all hospital-based physicians (e.g., emergency, pathology, anesthesia and radiology) affiliated with network hospitals contracted? Yes _____ No _____ If no, list any hospital physician group(s) not contracted. Please include the hospital affiliation for both PPO and HMO networks.
51. Are there any circumstances where a member can be balanced billed by an In-Network provider?
Yes _____ No _____ If yes, please describe. How are hospital-based physicians reimbursed for services? If these providers will not accept negotiated rates as payment in full, does the Proposer's firm charge to negotiate acceptable rates for these providers? Yes _____ No _____ If yes, what are the fees as a percentage or flat dollar amount for these negotiation services?
52. Indicate the Proposer's contract status for the Proposer's hospital providers (by number of admissions) as well as the Proposer's physician/physician group providers in Northeast Florida, by number of encounters. Indicate the current contract status and the contract's expiration date. If these differ by networks proposed, please complete for each network proposed.

Duval County – HMO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians / Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				
3					3				
4					4				
5					5				
6					6				
7					7				
8					8				
9					9				
10					10				

Duval County - PPO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians / Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				
3					3				
4					4				
5					5				
6					6				
7					7				
8					8				
9					9				
10					10				

Clay County - HMO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/ Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				
3					3				
4					4				
5					5				

Clay County - PPO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/ Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				
3					3				
4					4				
5					5				

St. Johns County - HMO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/ Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				

3					3				
4					4				
5					5				

St. Johns County - PPO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/ Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				
3					3				
4					4				
5					5				

Nassau County - HMO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/ Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				
3					3				

Nassau County - PPO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/ Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				
3					3				

Baker County - HMO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/ Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				

Baker County - PPO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/ Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				

53. Complete the following table for Northeast Florida. Use the Proposer's current provider panel. (Use actual number of providers not offices. Please count provider only one time). This will be used to score Selection Criteria 1.4.1.3 Medical ASO/Pharmacy Provider Network.

Provider Type	Total Number of Providers			
	Duval County		Clay County	
	HMO	PPO	HMO	PPO
Allergy & Asthma				
Cardiologists				
Cardiovascular Surgeons				
Chiropractors				
Dermatologists				
Endocrinologists				
ENT				
Gastroenterologists				
General Surgeons				
Geriatricians				
Hematologists				
HIV/AIDS Physicians that specialize in HIV/AIDS treatment				
Infectious Disease				
Neurologists				
Neurosurgeons				
Non-OB Gynecologists				
Obstetrician/Gynecologists				
Oncologists				
Ophthalmologists				
Orthopedic Surgeons				
Pediatricians				
Podiatrists				
Primary Care Physician				
Pulmonologists				
Rheumatologists				
Urologist				

	Total Number of Providers			
Provider Type	St. Johns County		Nassau County	
	HMO	PPO	HMO	PPO
Allergy & Asthma				
Cardiologists				
Cardiovascular Surgeons				
Chiropractors				
Dermatologists				
Endocrinologists				
ENT				
Gastroenterologists				
General Surgeons				
Geriatricians				
Hematologists				
HIV/AIDS Physicians that specialize in HIV/AIDS treatment				
Infectious Disease				
Neurologists				
Neurosurgeons				
Non-OB Gynecologists				
Obstetrician/Gynecologists				
Oncologists				
Ophthalmologists				
Orthopedic Surgeons				
Pediatricians				
Podiatrists				
Primary Care Physician				
Pulmonologists				
Rheumatologists				
Urologist				

	Total Number of Providers	
Provider Type	Baker County	
	HMO	PPO
Allergy & Asthma		
Cardiologists		
Cardiovascular Surgeons		
Chiropractors		
Dermatologists		
Endocrinologists		
ENT		
Gastroenterologists		
General Surgeons		
Geriatricians		
Hematologists		
HIV/AIDS Physicians that specialize in HIV/AIDS treatment		

Infectious Disease		
Neurologists		
Neurosurgeons		
Non-OB Gynecologists		
Obstetrician/Gynecologists		
Oncologists		
Ophthalmologists		
Orthopedic Surgeons		
Pediatricians		
Podiatrists		
Primary Care Physician		
Pulmonologists		
Rheumatologists		
Urologist		

54. Complete the following tables for Northeast Florida for the Proposer's HMO and PPO networks. This will be used to score Selection Criteria 1.4.1.3 Medical ASO/ Pharmacy Provider Network.

HMO Network

County	Number of PCPs	Number of Specialty Physicians	Percentage of PCPs Accepting New Patients	Percentage of Specialty Physicians Accepting New Patients	Percentage of Physicians Board Certified or Board-eligible
Duval					
Clay					
St Johns					
Nassau					
Baker					

	Number of Acute Care Hospitals	Number of Urgent Care Facilities	Number of Hospitals Offering Tertiary Care	Number of Hospitals Offering Inpatient Behavioral Health Care	Number of Lab Facilities	Number of Home Health Care Agencies	Number of Pharmacies
Duval							
Clay							
St. Johns							
Nassau							
Baker							

PPO Network

County	Number of PCPs	Number of Specialty Physicians	Percentage of PCPs Accepting New Patients	Percentage of Specialty Physicians Accepting New Patients	Percentage of Physicians Board Certified or Board-eligible
Duval					
Clay					
St. Johns					
Nassau					
Baker					

	Number of Acute Care Hospitals	Number of Urgent Care Facilities	Number of Hospitals Offering Tertiary Care	Number of Hospitals Offering Inpatient Behavioral Health Care	Number of Lab Facilities	Number of Home Health Care Agencies	Number of Pharmacies
Duval							
Clay							
St. Johns							
Nassau							
Baker							

55. If the Proposer's contracted network of providers extends outside of Northeast Florida, please describe the geographical boundaries (i.e., Florida, National, etc.) the members have access to. Describe any authorization requirements for covered services (non-urgent or emergency services) received outside of Northeast Florida area? Please describe any authorization requirements for covered services (non-urgent or emergency services) received outside of the State of Florida.
56. Provide the Proposer's physician turnover rates for Northeast Florida (Duval, Clay, St. Johns, Nassau and Baker Counties) for 2020 and 2021. Complete the table using the number of physicians who terminated, separated by a backslash with the total physician count in that specialty. For example, if five (5) Adult Primary Care physicians terminated in total out of a total 200, show 5/200.

Provider Type	2020		2021	
	Total Terminations	Voluntary Terminations	Total Terminations	Voluntary Terminations
Allergy & Asthma				
Cardiologists				
Cardiovascular Surgeons				
Chiropractors				
Dermatologists				
Endocrinologists				

Provider Type	2020		2021	
	Total Terminations	Voluntary Terminations	Total Terminations	Voluntary Terminations
ENT				
Gastroenterologists				
General Surgeons				
Geriatricians				
Hematologists				
HIV/AIDS Physicians that specialize in HIV/AIDS treatment				
Infectious Disease				
Neurologists				
Neurosurgeons				
Non-OB Gynecologists				
Obstetrician/Gynecologist				
Oncologists				
Ophthalmologists				
Orthopedic Surgeons				
Pediatricians				
Podiatrists				
Primary Care				
Pulmonologists				
Rheumatologists				
Urologists				

57. What provisions are made for transition of care, for Medical services, if a provider is terminated by the Proposer's plan? If the provider terminates the contract? Will ongoing services be treated as in-network? Yes _____ No _____ If yes, for how long?
58. What percentage of the Proposer's network physician's offer expanded office hours? How is this information communicated to members?

Type of Provider	% with Evening Hours	% with Weekend Hours
Primary Care Physician		
Pediatricians		
OB/GYN		

Specialists		
-------------	--	--

59. Is the Proposer's HMO (non-) network national, regional or local?

National _____ Regional _____ Local _____

60. If an employee, dependent (including dependent students) or retiree is located outside of North Florida and the Proposer has a regional/national HMO network, can members elect to remain in the HMO plans and utilize the network within their location? Yes _____ No _____ Does the Proposer have any programs specific for dependent students that are enrolled in the HMO option? Yes _____ No _____ If yes, describe in detail, the out-of-area coverage for dependent students attending school out of area. Include the Proposer's procedures for emergency care, as well as follow-up visits.

61. Does the Proposer have a network in the following areas where JEA may have a high concentration of college dependents? Please include in an electronic Excel format, the directories and providers available in these areas.

Miami, Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Gainesville, Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Tallahassee, Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Orlando, Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Tampa, Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Palm Beach, Florida	<input type="checkbox"/> Yes	<input type="checkbox"/> No

62. Provide the number of contracted ancillary facilities/locations by plan type in each Northeast Florida area. This will be used to score Selection Criteria 1.4.1.3 Medical ASO/Pharmacy Provider Network.

HMO

Provider Type	Duval	Clay	St. Johns
Ambulatory Surgery Centers			
Bone Density Testing			
Convenient Care Clinics/Retail Clinics)			
DME Providers			
Home Health Care Agencies			
Hospice Agencies			
Hospice Facilities			
Mammogram Facilities			
Occupational Therapists			
Outpatient Laboratories			
Physical Therapists			
Radiology Centers			

Provider Type	Duval	Clay	St. Johns
Rehabilitation Facilities (Inpatient)			
Skilled Nursing Facilities			
Speech Therapists			
Urgent Care Facilities			

PPO

Provider Type	Duval	Clay	St. Johns
Ambulatory Surgery Centers			
Bone Density Testing			
Convenient Care Clinics/Retail Clinics			
DME Providers			
Home Health Care Agencies			
Hospice Agencies			
Hospice Facilities			
Mammogram Facilities			
Occupational Therapists			
Outpatient Laboratories			
Physical Therapists			
Radiology Centers			
Rehabilitation Facilities (Inpatient)			
Skilled Nursing Facilities			
Speech Therapists			
Urgent Care Facilities			

63. Does Proposer agree not to prohibit, condition, or in any way restrict the disclosure of claims data to a member or insured related to health care services provided to a member or insured of the member or beneficiaries of any self-insured health coverage arrangement administered by JEA?

Yes _____ No _____

64. How does each hospital report and address “Never Events” as described by the National Quality Forum (NQF) and how does the health plan oversee the protocol?

65. If Proposer's plan has capitated charges (i.e., behavioral health, labs, chiropractic, etc.) built into Proposer's claim and expenses charges, disclose all such charges, fees and detail what they cover. Please be specific in the amount for each item.

66. Indicate if Proposer has a "Centers of Excellence" program for each of the following and list Proposer's designated facilities for each. If these differ between HMO, PPO you must specify in your response.

			In Network or Out of Network
Transplants	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility(ies):	
Cardiovascular	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility(ies):	
Cancer	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility(ies):	
HIV/AIDS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility(ies):	
Neonatal	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility(ies):	
Bariatric	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility(ies):	
Other _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	Facility(ies):	

67. Describe policies regarding Proposer's "Centers of Excellence" program. Is the program voluntary or mandatory?

- HMO Voluntary ____ Mandatory ____
- PPO Voluntary ____ Mandatory ____

Provider Relations

68. Describe how Proposer will communicate with providers JEA's schedule of benefits, changes to the schedule of benefits and general administrative policies and procedures specific to JEA's Program.

69. Describe how Proposer will ensure that providers in Proposer's network refer to network facilities and other network providers.

Credentialing

70. Do credentialing policies and procedures meet current accreditation standards? Yes_____ No _____ If yes, what accreditation organization?

Chronic Condition Management Programs

71. In two pages or less, describe Proposer's Chronic Condition Management Program. Be sure to include the basic nature of the Program, inclusive of the following:

- a. Participation rates
- b. Patient identification - What percentage of members are identified for intervention through:
 - Biometric screenings _____%
 - Through claims _____%

- Through other programs (Chronic Condition Management, Well-being coach) _____%
- c. Of the members identified, how many are contacted by a medical management professional? For this question, “contact” is a LIVE attempt to contact a member by a medical management professional either through a phone call to the member or to the member’s spouse or the member’s physician. If Proposer has other means of contacting members such as automated calls, mailings, text messaging or email blasts, please provide information.
 - d. Is there some other metric that is not captured in this section? If so, feel free to add some other information about Proposer’s program(s) that, in general, makes Proposer’s program(s) stand out among the competition.
72. Please indicate Proposer’s ability to provide integrated Well-being, Preventive Care Services and Chronic Condition Management programs as part of an overall approach to providing full healthcare administrative management (either directly or through a subcontractor), as follows:
 - a. Follow-up care and programs to address health risks and prevalent chronic conditions over time, e.g., cardiac risk, diabetes and asthma management programs, etc.
 - b. Reporting systems to allow year-to-year comparisons and identification of the effects of risk screening, Well-being and Chronic Condition Management benefits on total plan costs.
 - c. Health risk and consumer educational materials.
 73. In two pages or less, describe Proposer’s Chronic Condition Management Program(s). Include details on how Proposer’s Chronic Condition Management Program(s) remains current based on research and industry trends. Provide sample letters and literature from such programs. In addition, address the following as it relates to Proposer’s Chronic Condition Management Program:
 - a. Intervention Model. How would Proposer characterize Proposer’s program? High reach, low intensity model? A low reach, high-intensity model? A nurse-based program?
 - b. Patient identification. What percentages of members are identified for intervention?
 - Through claims
 - Through other programs (Chronic Condition Management, Well-being coach)
 - Biometric screenings
 74. With regard to chronic conditions:
 - a. What chronic conditions does Proposer actively manage?
 - b. Does Proposer use different interventionists for different chronic conditions?
 75. Describe the data sources that Proposer utilizes to identify individuals eligible for Proposer’s Chronic Condition Management Program (e.g., Medical/Rx claims data, Health Risk Assessment data, Biometric Screening data, other).
 76. Which conditions does Proposer target (e.g., Diabetes, Hypertension Hyperlipidemia, etc.)? What is Proposer’s ROI for each area targeted? Provide Proposer’s block of business ROI for 2020 for each condition that Proposer targeted.
 77. Describe Proposer’s ability to stratify the population based on risk using factors such as number of conditions (co-morbidities), condition severity, data source (self-reported condition versus abnormal labs or Dx code), and how well the individual is managing their condition.
 78. How are network providers made aware of the availability of Proposer’s Chronic Condition Management Program?

79. Are members identified for Chronic Condition Management automatically enrolled (requiring them to opt-out if they choose not to participate) or do members identified for Chronic Condition Management have to enroll to participate?
80. How many attempts are made to contact a member?
81. If a member is unreachable via phone or messaging, what is the process to get in touch with the member?
82. If a member gets closed out, how long until they are contacted again or given the option to participate?
83. What are Proposer's criteria to discharge/dis-enroll a member?
84. Confirm all members in the Chronic Condition Management Program would have a specific nurse manager regardless of whether they are suffering from one or more than one chronic condition. If there are exceptions, explain each.
85. How does Proposer measure clinical impact of each Chronic Condition Management Program?
86. How does Proposer recommend handling transition of care issues? Be specific with respect to pregnancy, hospitalization, prolonged treatment protocols, and chronic/terminal illness. For how long will Proposer authorize non-network care for these conditions?
87. List the percentage of Proposer's Chronic Condition Management Programs' clients by size:

Population Size	Chronic Condition Management Services Number of Clients
Less than 1,000 employees	
1,000 – 1,500 employees	
1,501 – 5,000 employees	
5,001 – 10,000 employees	
10,000+ employees	
Total	

88. Provide a brief overview of Proposer's account management team who would be involved in the Chronic Condition Management program.

Member Services, Quality Assurance, Technology, Medical Management, Claims, Fraud, Disaster Recovery, Account Management, Reporting and Utilization Management, and Implementation

89. Does Proposer offer members online capabilities or a mobile application? Online___ Mobile___ if so, what functionality is provided? Please provide snapshots/demo site.

90. Confirm Proposer's network physicians comply with all Newborn's and Mother's Health Protection Act requirements. Yes ___ No ___
91. What cyber-security protocols does Proposer have in place to safeguard and protect patient information from a data breach? Has Proposer had a breach to Proposer's HIPAA data/system in the past 5 years? Yes_____ No_____ If yes, please provide details regarding the breach and how it was resolved. Please describe the encryption technology used to protect patient health information.
92. Are physicians, clinics and/or hospitals rewarded for improving quality performance? Yes___ No___ If yes, describe in detail, including measures, incentives/rewards and shared savings.
93. Will Proposer make available to members a tool to facilitate provider selections that are cost effective to the Program? Are these solutions web-based? Yes _____ No _____ If yes, please explain.
94. What quality, cost, satisfaction and outcome data/tools are available for members for selecting in- network providers (i.e., specifically cancer care, orthopedics, maternity, heart disease, behavioral health, pediatrics, emergency care, etc.)? How often is this data updated?

Eligibility and Claims Administration

95. What is Proposer's average lag time for claims?
96. Will Proposer provide JEA with a **designated** eligibility contact person for eligibility file issues and questions? Yes _____ No _____
97. What eligibility responsibilities does Proposer expect JEA to perform? Describe the options available for electronic transfer of eligibility information, enrollment of new hires, terminations, etc.
98. Can Proposer's claims adjudication process block J Codes (except for neoplastic drugs from oncologists/hematologists) from processing? Yes ___ No ___
How does Proposer's organization propose to educate Proposer's network on this process?
99. Provide details on the system edits that are contained in Proposer's claims processing system that assist examiners in accurately processing claims. Indicate how Proposer's system adjusts for coding errors.
100. Confirm Proposer will comply with all EOB requirements in conjunction with Consolidated Appropriations Act, 2021 (CAA) regulations. Yes ___ No ___
101. Is Proposer willing to accept full delegation of fiduciary responsibility with respect to claim adjudication under Proposer's ASO contract? Yes_____ No_____
102. What access will JEA auditors and/or third-party have to medical claims, pharmacy claims and administrative data necessary to complete an annual audit either onsite or electronically? Describe any limitations.
103. Provide details regarding Proposer's claims processing performance for the most recent year for HMO and PPO plans.

	Target Goal	Actual Performance
Clean claims processed within 10 days	% within days	% within days
Clean claims processed within 30 days	% within days	% within days
Average days turnaround	_____ Business Days	_____ Business Days
Coding accuracy		
Financial accuracy		

Claims Policy

104. In one page or less, describe how Proposer reviews, edits and processes claims. Be sure to list all categories of “edits” (e.g., NCCI, Assistant Surgery, etc.)

Medical Management/Utilization Review

105. Please describe Proposer’s Utilization Review and Chronic Condition Management programs in detail. JEA is interested in Proposer’s Managed Care Organizations which have programs in place to monitor and manage both inpatient and outpatient utilization and which rely primarily on contract providers (rather than on the patient) for compliance with practice protocols. Please describe the following specific program(s) in place to monitor and evaluate delivery of care, identifying whether such programs are patient-initiated:

1. Pre-admission
 2. Concurrent Review
 3. Retrospective Review
 4. Ambulatory care
 5. Mental health Review
 6. Catastrophic Chronic Condition Management
 7. Well-being Initiatives
- a. List any combination of other coverages/services, which are required for use of Proposer’s utilization review services.
 - b. Describe how the claims payment system is integrated with the Utilization Review system and Chronic Condition Management program.
 - c. Define the procedures and criteria (e.g., ISDA, AEP, and CPHA/PAS) used for each of the various utilization review services (i.e., pre-admission review, continued stay, discharge planning, and other services).
 - d. Will Proposer allow an on-site audit of procedures and claims by JEA or by a third party as contracted by JEA? Explain any limitations.

106. In one page or less, outline Proposer’s precertification program. Explain the nature of the program (i.e., notification, notification and steerage, denials) and why Proposer chose this particular approach.

107. In one page or less, outline Proposer's Concurrent Review and Discharge Planning program.
108. Describe the member's responsibility for compliance with Utilization Management programs, in-network, out-of-network, and out-of-area.
109. Are Proposer's utilization review service/requirements different in any way for in-network, out-of-network, or out-of-area participants?
110. Are network providers at risk for not following Proposer's Chronic Condition Management Program?
Yes _____ No _____ Please explain.
111. Describe how inpatient utilization is managed. Specifically address after hours, emergency, and in and out-of-network.
112. In two pages or less, describe Proposer's Chronic Condition Management Program. Provide documentation to demonstrate when/how these protocols are shared with providers and members.
113. Are there any cases the Chronic Condition Management Program will not manage? Yes ____ No _____
If yes, describe.
114. Does Proposer report its Chronic Condition Management results? Yes ____ No _____ If yes, include samples of such reporting.
115. Will the Proposer's Chronic Condition Management Programs for JEA provide the same services for HMO, PPO and HMO plan design options? Yes ____ No _____ If no, describe differences.
116. Describe Proposer's medical protocols to determine:
- Medical necessity
 - Medical appropriateness
 - Experimental and investigational treatment
117. Describe the type of reporting Proposer uses to track, analyze and assess cost savings:

	REPORTS	FREQUENCY Monthly, Quarterly or Annually
Enrollment		
Participation (Chronic Condition Management)		
Health Risk Change (Pre & Post)		
Clinical Outcomes		
Participant Satisfaction		
Claims Savings	Medical Yes _____ No _____ RX Yes _____ No _____ Diagnosis Yes _____ No _____	

	If yes, provide details.	
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Quality Assurance

118. In two pages or less, describe Proposer's Quality Assurance program.
119. What clinical studies were conducted in the past two years?
120. Have any providers, facilities and hospitals in North Florida been sanctioned or terminated for quality reasons? Yes ____ No ____ If yes, please describe in detail.
121. Confirm NCQA, JCAHO, AAA and/or any other accreditation status that applies to the Medical, PBM, Well-being/Chronic Condition Management Programs and/or Behavioral Health Program the Proposer is proposing. Provide a copy of the Proposer's current accreditation letter(s) and/or the Proposer's subcontractors' accreditation letter(s).

Member/Client Service

122. How will Proposer interface with the current administrator to assure a smooth implementation? Submit a proposed implementation timeline for a January 1, 2023 effective date.
123. How does Proposer handle retroactive enrollment and cancellations? What are Proposer's time limitations relative to processing retroactive eligibility adjustments?
124. Does Proposer have the capability to enter corrections to eligibility records in real time?
125. Do corrections show up at providers (including pharmacies) in real time? If not, what is the delay?
- a) None
 - b) 24 Hours
 - c) 48 Hours
 - d) 72 Hours
126. If desired by JEA, can Proposer facilitate accepting and transferring historical data from the current administrator? Yes ____ No ____ If yes, please indicate if there is a cost for this service.
127. How does Proposer track verbal and written complaints?
128. Are the member grievances/appeals tracked and reported? Yes ____ No ____
If yes, is Proposer able to provide JEA with a report capturing the number and types of grievances/appeals which are received from the members? Yes ____ No ____
129. Can Proposer's plan track and report on customer service activity? Yes ____ No ____
130. Does Proposer's plan have a 24-hour toll free number for medical and pharmacy member services and

provider services? Yes _____ No _____

If no, what are the days and hours of operation?

131. Describe the services and features members (Medical, PBM, and Chronic Condition Management) have access to on Proposer's website or mobile application? Does Proposer provide any remote access tools for face to face interaction with doctors/nurses, (e.g., Facebook, Video MD, coaching, etc.)?

- How are providers instructed to handle members who have not yet been issued member ID cards?
- Can Proposer accommodate information from Carve-out vendors for ID cards? Describe any requirements, limitations and costs.
- Describe Proposer's 24-hour nurse line. Does Proposer report on usage?
Yes _____ No _____

132. Describe Proposer's online resources that are available specifically in Northeast Florida to JEA's members:

Member Online (Website Based) Resources	Yes	No	Planned*	Mobile App
Provider Directory				
Links to Physicians' Websites				
Claim Status				
Claims History				
Explanation of Benefits				
Provider Performance Information (Hospital Comparison Profiles)				
Health Risk Assessment				
Personalized Health Record				
Plan Policies or SPDs				
Receive Personalized Health News/Information				
Health Coaching				
Ask a Nurse/Medical Questions				
Disease Specific Chat Rooms				
File Complaints				
E-mail Member Service				
Order Replacement ID Cards				
Other				

*Must indicate date of anticipated implementation.

Patient Fraud and Abuse

133. In one page or less, describe Proposer's patient fraud and abuse unit.

134. Describe how Proposer determines if services are “excessive”, “abusive”, or “of questionable need”? Please provide examples of each.

Data Services

135. Provide a listing of Proposer’s standard reports that will be provided to JEA, and at what intervals these reports will be available, broken down by Medical Reporting, and Chronic Condition Management Reporting. Does Proposer have the ability to provide state of the art management reporting capability, (e.g., Healthcare Effectiveness Data and Information Set (HEDIS) or similar reporting package)?

136. Ad hoc reports shall be available upon request (Medical, and Chronic Condition Management). Will there be an additional charge for these reports? Yes _____ No _____ If yes, what is the cost?

137. Confirm Proposer’s ability and willingness to coordinate activities and share necessary eligibility and claims data with third party vendors (e.g. Carve out vendors including Pharmacy, Well-being, and JEA’s Consultant, Contractors, etc.)

Implementation

138. Describe Proposer’s implementation process including significant deliverables, project manager and timelines for an implementation date of January 1, 2023. Assuming JEA provides notification of award by July 15, 2022.

139. Describe Proposer’s standard banking arrangement for self-funding. Please include:

- How and when the account is funded.
- Options Proposer has available for reimbursement frequency and method.
- The minimum funding balance requirement and its development, and any initial deposit requirements.

140. Provide a description (including any report samples) of the services Proposer can provide JEA to fund, monitor and reconcile the self-funding account included in Proposer’s proposed pricing. Please describe any additional services available separately and provide cost of each service.

141. Does Proposer subrogate claims? Yes _____ No _____
If yes, please explain how. Is there a charge for this? Yes _____ No _____

Identify all charges associated with subrogation including types of claims, COB, third party vendors, etc.

142. Provide samples of the following communication materials in Proposer’s submittal. Provider directories (note if available on the Web)

- ID cards
- Sample EOBs
- Sample Well-being/health promotion newsletter and program description
- Web site address
- Sample enrollment kits

143. Confirm Proposer will customize the above materials during implementation and on an on-going basis, as

may be needed throughout the year and annually, thereafter? Yes ___ No ___ **Is there an additional charge for customization?** Yes___No___If yes, provide the additional charges.

Price/Financial Responses

144. Proposer must complete the Form 4 - Proposed Pricing and Fee Exhibit and place it in their RFP response.

Have you completed these forms? Yes___No___

145. What is Proposer's overall network pricing as compared to prevailing Medicare reimbursement for hospitals? For physicians?

146. Do any network contracts include outlier provisions? Yes___No___If yes, explain.

147. What database does Proposer utilize to determine reasonable and customary (R&C)? What percentile does Proposer use to pay medical claims? How often is the database updated? Does Proposer use different R&C levels for different products?

148. Provide hospital cost data broken down by county for Northeast Florida. This will be used to score Selection Criteria 1.4.1.4 Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services Plan Design.

Duval County

	2019		2020		2021	
	HMO	PPO	HMO	PPO	HMO	PPO
Average cost per admission						
Average cost per day						
Average discount level						
Average length of stay						
Days per 1000						
Admissions per 1000						

Clay County

	2019		2020		2021	
	HMO	PPO	HMO	PPO	HMO	PPO
Average cost per admission						
Average cost per day						
Average discount level						
Average length of stay						
Days per 1000						

Admissions per 1000						
---------------------	--	--	--	--	--	--

St Johns County

	2019		2020		2021	
	HMO	PPO	HMO	PPO	HMO	PPO
Average cost per admission						
Average cost per day						
Average discount level						
Average length of stay						
Days per 1000						
Admissions per 1000						

Nassau County

	2019		2020		2021	
	HMO	PPO	HMO	PPO	HMO	PPO
Average cost per admission						
Average cost per day						
Average discount level						
Average length of stay						
Days per 1000						
Admissions per 1000						

Baker County

	2019		2020		2021	
	HMO	PPO	HMO	PPO	HMO	PPO
Average cost per admission						
Average cost per day						
Average discount level						
Average length of stay						
Days per 1000						
Admissions per 1000						

149. Indicate Proposer's 2020 network payment method employed for each type of service/product and network proposed. This will be used to score Selection 1.4.1.4 Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services Plan Design.

Provider Type/Service	Capitation	DRG/Case Rates	Per Diem	% of Charges	Fee Schedule	Average Cost Per Day or Per Service
Adult Primary Care						
Ambulatory Surgery Centers						
Chiropractic						
Complex Imaging						
Dermatology						
Durable Medical Equipment						
Emergency Room						
Gynecology						
Hospital Based Providers Anesthesia Radiology Pathology Emergency						
Hospital Inpatient Medical/Surgical Intensive Care Neonatal Maternity						
Hospital Outpatient Surgical Non-Surgical						
Hospice						
Obstetrics						
Outpatient Laboratory						
Other Specialists						
Pediatric						
Podiatry						
Rehabilitation Facility						
Skilled Nursing Facility						
Transplant Services						
Urgent Care Center						

150. Complete the following tables for hospital inpatient and hospital outpatient services based on 2020 data. Identify hospital Pricing Analysis for **Duval County, Clay County, Baker County, and St Johns County Only**. This will be used to score 1.4.1.4 Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services Plan Design.

Duval County

Hospital Inpatient

Type of Admission	% of Admissions		% of Days	
	HMO	PPO	HMO	PPO
Medical/Surgical				
ICU/CCU				
Adult				
Pediatric Neonatal				
Maternity				
Vaginal				
C-Section				
Cardiac Surgery				

Type of Admission	Average Eligible Charge Per Day		Average Negotiated Per Diem	
	HMO	PPO	HMO	PPO
Medical/Surgical				
ICU/CCU				
Adult				
Pediatric Neonatal				
Maternity				
Vaginal				
C-Section				
Cardiac Surgery				

Note: Eligible charges are submitted charges less ineligible charges such as duplicates, non-covered items, etc.
Average Negotiated Per Diem should include the impact of any outlier provisions.

Hospital Outpatient

Type of Service	Reimbursement Method		Average Eligible Charge Per Encounter	
	HMO	PPO	HMO	PPO
Surgery				
Emergency Room				
Radiology				
Pathology				
Maternity				
Therapy (PT/OT/ST)				

Other				
-------	--	--	--	--

Note: Reimbursement Method refers to case rates, flat fees, % of Medicare, Allowable Discount.

Type of Service	Average Allowed Amount per Encounter		Net Effective Discount	
	HMO	PPO	HMO	PPO
Surgery				
Emergency Room				
Radiology				
Pathology				
Maternity				
Therapy (PT/OT/ST)				
Other				

Clay County

Hospital Inpatient

Type of Admission	% of Admissions		% of Days	
	HMO	PPO	HMO	PPO
Medical/Surgical				
ICU/CCU				
Adult				
Pediatric Neonatal				
Maternity				
Vaginal				
C-Section				
Cardiac Surgery				

Type of Admission	Average Eligible Charge Per Day		Average Negotiated Per Diem	
	HMO	PPO	HMO	PPO

Medical/Surgical				
ICU/CCU				
Adult				
Pediatric Neonatal				
Maternity				
Vaginal				
C-Section				
Cardiac Surgery				

Note: Eligible charges are submitted charges less ineligible charges such as duplicates, non-covered items, etc.
Average Negotiated Per Diem should include the impact of any outlier provisions.

Hospital Outpatient

Type of Service	Reimbursement Method		Average Eligible Charge Per Encounter	
	HMO	PPO	HMO	PPO
Surgery				
Emergency Room				
Radiology				
Pathology				
Maternity				
Therapy (PT/OT/ST)				
Other				

Note: Reimbursement Method refers to case rates, flat fees, % of Medicare, Allowable Discount.

Type of Service	Average Allowed Amount per Encounter		Net Effective Discount	
	HMO	PPO	HMO	PPO
Surgery				
Emergency Room				
Radiology				
Pathology				
Maternity				
Therapy (PT/OT/ST)				
Other				

St. Johns County
Hospital Inpatient

Type of Admission	% of Admissions		% of Days	
	HMO	PPO	HMO	PPO
Medical/Surgical				
ICU/CCU				
Adult				
Pediatric Neonatal				
Maternity				
Vaginal				
C-Section				
Cardiac Surgery				

Type of Admission	Average Eligible Charge Per Day		Average Negotiated Per Diem	
	HMO	PPO	HMO	PPO
Medical/Surgical				
ICU/CCU				
Adult				
Pediatric Neonatal				
Maternity				
Vaginal				
C-Section				
Cardiac Surgery				

Note: Eligible charges are submitted charges less ineligible charges such as duplicates, non-covered items, etc.
Average Negotiated Per Diem should include the impact of any outlier provisions.

Hospital Outpatient

Type of Service	Reimbursement Method		Average Eligible Charge Per Encounter	
	HMO	PPO	HMO	PPO
Surgery				
Emergency Room				
Radiology				
Pathology				

Maternity				
Therapy (PT/OT/ST)				
Other				

Note: Reimbursement Method refers to case rates, flat fees, % of Medicare, Allowable Discount.

Type of Service	Average Allowed Amount per Encounter		Net Effective Discount	
	HMO	PPO	HMO	PPO
Surgery				
Emergency Room				
Radiology				
Pathology				
Maternity				
Therapy (PT/OT/ST)				
Other				

151. Provide Proposer's 2020 per member/per month claim (PMPM) claim cost for **Duval, Clay and St Johns and Nassau Counties** for each type of plan offered. This will be used to score Selection Criteria 1.4.1.4 Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services Plan Design.

Duval County

	HMO	PPO
Diagnostic		
Hospital Inpatient		
Hospital Outpatient		
Prescription		
Primary Care (PCP)		
Specialist		
Emergency Room		
Urgent Care		

Clay County

	HMO	PPO
Diagnostic		
Hospital Inpatient		
Hospital Outpatient		
Prescription		
Primary Care (PCP)		

Specialist		
Emergency Room		
Urgent Care		

St. Johns County

	HMO	PPO
Diagnostic		
Hospital Inpatient		
Hospital Outpatient		
Prescription		
Primary Care (PCP)		
Specialist		
Emergency Room		
Urgent Care		

Nassau County

	HMO	PPO
Diagnostic		
Hospital Inpatient		
Hospital Outpatient		
Prescription		
Primary Care (PCP)		
Specialist		
Emergency Room		
Urgent Care		

152. Provide the contracted fees by type of provider and number of providers in each category for Proposer's Northeast Florida (Duval, Clay, St Johns and Nassau Counties) network being proposed. This will be used to score Selection Criteria 1.4.1.4 Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services Plan Design.

Duval County

	# of Contracted Providers	
Specialty	HMO	PPO
Psychiatrist		
Adult		
Child		
Psychologist		
Adult		

Child		
Licensed Clinical Social Worker		
Other Health Providers (Specify)		

	Contracted Fee	
Specialty	HMO	PPO
Psychiatrist		
Adult		
Child		
Psychologist		
Adult		
Child		
Licensed Clinical Social Worker		
Other Health Providers (Specify)		

Clay County

	# of Contracted Providers	
Specialty	HMO	PPO
Psychiatrist		
Adult		
Child		
Psychologist		
Adult		
Child		
Licensed Clinical Social Worker		
Other Health Providers (Specify)		

	Contracted Fee	
Specialty	HMO	PPO
Psychiatrist		
Adult		
Child		
Psychologist		
Adult		
Child		
Licensed Clinical Social Worker		
Other Health Providers (Specify)		

St Johns County

	# of Contracted Providers	
Specialty	HMO	PPO
Psychiatrist		
Adult		
Child		
Psychologist		
Adult		

Child		
Licensed Clinical Social Worker		
Other Health Providers (Specify)		

	Contracted Fee	
Specialty	HMO	PPO
Psychiatrist		
Adult		
Child		
Psychologist		
Adult		
Child		
Licensed Clinical Social Worker		
Other Health Providers (Specify)		

Nassau County

	# of Contracted Providers	
Specialty	HMO	PPO
Psychiatrist		
Adult		
Child		
Psychologist		
Adult		
Child		
Licensed Clinical Social Worker		
Other Health Providers (Specify)		

	Contracted Fee	
Specialty	HMO	PPO
Psychiatrist		
Adult		
Child		
Psychologist		
Adult		
Child		
Licensed Clinical Social Worker		
Other Health Providers (Specify)		

153. Specify Proposer's experience for Proposer's population in 2019 and 2020 by plan type for Medical (**non-Behavioral Health/Substance Abuse**) inpatient services:

2019	Days/1000 members		Average Length of Stay In-Network		Cost per day In-Network	
	HMO	PPO	HMO	PPO	HMO	PPO

Medical/ Surgical						
Maternity						
Neonatal						
Intensive Care						
CCU/PCU						

2020	Days/1000 members		Average Length of Stay In-Network		Cost per day In-Network	
	HMO	PPO	HMO	PPO	HMO	PPO
Medical/ Surgical						
Maternity						
Neonatal						
Intensive Care						
CCU/PCU						

154. Provide the total number of encounters, for Northeast Florida, for **Behavioral Health and Substance Abuse** services in 2019 and 2020. Complete tables below.

Inpatient Hospital Day/1,000 Members				
	2019 Days/1,000	2019 Average Cost Per Day	2020 Days/1,000	2020 Average Cost Per Day
Psychiatric				
Alcohol/Substance Abuse				

Outpatient Visits/1,000 Members				
	2019 Visits/ 1,000	2019 Average Cost Per Visit	2020 Visits/1,000	2020 Average Cost Per Visit
Psychiatric				
PHD				
MD				
MS				
RN				
Alcohol/ Sub-stance Abuse				

PHD				
MD				
MS				
RN				

Pharmacy Benefit Management Services

PLEASE NOTE ALL BIDDING REQUIREMENTS, CRITERIA AND RESPONSES RELATED TO YOUR PHARMACY BENEFIT MANAGEMENT PROPOSAL MUST BE PROVIDED THROUGH COMPLETION OF THE SEPARATE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK AND FORMULARY DISRUPTION RESULTS EXCEL WORKBOOK PROVIDED BY ELAINE SELDERS AT SELDEL@JEA.COM.

PROPOSALS FOR PHARMACY BENEFIT MANAGEMENT SERVICES MUST BE SUBMITTED USING THE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK WHICH MUST BE SUBMITTED VIA ZYCUS.

Stop Loss Insurance

This section will be used to score Selection Criteria 1.4.1.4 Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services Plan Design.

155. Please provide the name of the reinsurance company providing the specific stop loss coverage for your proposal to JEA?

156. Does your company own this reinsurance firm, or is this a subcontractor?

Own____Subcontractor _____

If this is a subcontractor, please provide the following:

Name of company _____

Address _

Current A.M. Best rating (if applicable) _____

157. Is your reinsurance company licensed to do business in:

Florida: Yes ____ No ____

All 50 states: Yes ____ No ____

If no, please explain your answer.

158. Is your company's stop loss business underwritten through a trust? Yes ____ No____ If yes, please provide details of the trust agreement.

159. Has your company or subcontractor ever been requested to cease writing stop loss coverage in any state? Yes ____ No ____ If yes, please explain your answer.

160. Please provide the number of stop loss clients your company or subcontractor currently has contracted?

	2019	2020	2021
--	-------------	-------------	-------------

Total Clients			
---------------	--	--	--

161. What percentage of the risk does your company assume with their reinsurance contracts? If less than 100% percent, please provide information on how your company lays off the risk.

162. Please describe your company's or subcontractor's payment process for specific stop loss claim payments?

163. Please describe your disclosure process for presale and renewals.

164. In all situations, we will require your company to negotiate directly with the Contractor engaged by JEA. Will your company or subcontractor agree to negotiate directly for the following:

- a) Renewals: Yes____No ____
- b) Specific contract wording: Yes ____No ____
- c) Plan documentation: Yes ____ No ____
- d) SPD documentation: Yes ____ No ____
- e) Plan amendments: Yes____No ____
- f) Problem claims: Yes ____ No ____
- g) Disputed claims: Yes ____ No ____

165. Does your stop loss contract recognize all eligible employees, dependents, FMLA, retirees, and COBRA members as defined by the employer's Plan Document? Yes__No ____

166. Could there be a situation in which your company or subcontractor would deny a claim that was for a covered benefit in the Plan Document? Yes _No ____ If yes, please explain your answer.

167. Will you guarantee your company's stop loss rates longer than 12 months? Yes ____ No ____

168. Are your company's stop loss contracts guaranteed renewable? Yes ____ No ____ If yes, please explain your answer.

169. Please confirm that your reinsurance company's contract is based on a no loss no gain full transfer of coverage? Yes ____ No ____ If no, please explain.

170. JEA requires firm rates for the stop loss coverage 90 days prior to the effective or renewal date. Is your company in agreement to providing firm rates under this time table?
Yes____No ____

171. Once firm rates are presented and accepted by JEA and coverage is bound, JEA will not allow your company to impose any modification of benefit levels or rates during the guaranteed period agreed to in the contract. Will your company agree to this position?
Yes____No ____

172. Please confirm that your specific stop loss coverage will include:

- a) Medical: Yes____No ____
- b) Prescription drugs (included in Medical or as a Carve-out option): Yes____No ____
- c) Behavior health: Yes____No ____
- d) Transplant coverage: Yes____No ____

173. Does your company use Individual laser limitations at:

Initial contract: Yes_No __

Renewals: Yes____No ____

174. Will your company agree to provide a non-lasering contract including rate cap for subsequent renewal options for JEA?
Yes ____ No ____
175. Who has the final claim decision making authority with respect to the specific claims?
176. When does your company require notification of a specific claim?
177. What is your company's average turnaround time for specific stop loss claims submitted for reimbursement?
178. What are your company's guidelines in accepting benefit plan changes? What type of notification does your company require?
179. Is there a Transplant Centers of Excellence provision in your reinsurance contract?
Yes ____ No ____ Please explain your answer.
180. Are there any contract limitations in your reinsurance contract concerning the Centers of Excellence?
Yes ____ No ____ If yes, please provide information on your limitations.
181. Please identify if your specific stop loss contract has any limitations related to the following:
- a. Late entrants: Yes ____ No ____
 - b. Annual open enrollment: Yes ____ No ____
 - c. Section 125 qualified change in status: Yes ____ No ____
 - d. Organ Transplants: Yes ____ No ____
 - e. Biologically based mental disorders: Yes ____ No ____
 - f. Non biologically based mental, nervous and or substance abuse: Yes ____ No ____
 - g. Alternative therapies: Yes ____ No ____
 - h. Specialty Medications: Yes ____ No ____
 - i. Acts of terrorism: Yes ____ No ____
 - j. Commission of a felony: Yes ____ No ____
182. Confirm that Proposer will agree to accept for stop loss claims reimbursement JEA's plan documents. Yes ____ No ____ If you will not accept for claims reimbursement JEA's plan documents, then please review the plan documents and submit in writing, comments on any potential gaps in coverage between JEA's plan documents and your proposed stop loss policy/contract.

Responses to questions 145, 148, 149, 150, 151 and 152 of Form 1 - RFP Interrogatories/Questionnaire, question 6 of Form 2 – Medical ASO Provider Network and Disruption, Form 4 – Proposed Pricing and Rate Exhibit and the Pharmacy Benefit Management Services Excel Workbook will be used to score Selection Criteria 1.4.1.1 – Quotation of Premiums, Rates, or Fees Proposed by Proposer.

Responses in Form 4 - Proposed Pricing and Rate Exhibit and Pharmacy Benefit Management Services Excel Workbook will be used to score Selection Criteria 1.4.1.2– Premium Rate Guarantees.

Responses to questions 41, 42, 43, 53, 54, and 62 of Form 1 - RFP Interrogatories/Questionnaire, Form 2 - Medical ASO Provider Network Disruption and the Pharmacy Benefit Management Services Excel Workbook will be used to score Selection Criteria 1.4.1.3 – Medical ASO/Pharmacy Provider Network.

Responses to questions 17, 76, 155, 159, 166 and 170 of Form 1 - RFP Interrogatories/Questionnaire and Pharmacy Benefit Management Services Excel Workbook will be used to score Selection Criteria 1.4.1.4 – Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services Plan Design.

Responses to questions 121 of Form 1 - RFP Interrogatories/Questionnaire and Form 3 – Service Level Agreements/Performance Guarantees, Pharmacy Benefit Management Services Excel Workbook and Appendix C- Vendor Performance Scorecard will be used to score Selection Criteria 1.4.1.5 – Claim Adjudication, Timing, Accuracy and Service Response.

Responses to questions 16 of Form 1 - RFP Interrogatories/Questionnaire, Form 5 – Minimum Qualifications and Pharmacy Benefit Management Services Excel Workbook will be used to score Selection Criteria 1.4.1.6 – Competence of Proposer and Proposer’s Representatives.

Responses to questions 89, 131, 132 of Form 1 - RFP Interrogatories/Questionnaire and Form 7 – Information Security External Data Protection Questionnaire CONFIDENTIAL_SSI (Excel Doc) will be used to score Selection Criteria 1.4.1.7 – Technology – Online Services and Features Available to Members.

Response in Form 6 – Proposal Form will be used to score Selection Criteria 1.4.1.8 – Proximity to the Project.

Responses to Form 5 – Minimum Qualifications Form will be used to score Selection Criteria 1.4.1.9 – Financial Responsibility and Stability.

(End of Form 1 - Remainder of page intentionally left blank)

FORM 2 - MEDICAL ASO PROVIDER NETWORK & DISRUPTION

The Excel spreadsheet titled JEA TOP PROVIDERS AND HOSPITALS includes the names of the top HMO and PPO Medical providers/retailers and top hospitals/facilities utilized by JEA members within the current Medical ASO, plan offering. Please review the listing and indicate whether your proposed medical services network has these Medical Services providers and hospitals/facilities offered in your network in Northeast Florida.

This spreadsheet must be included in your RFP response. The information will be evaluated and utilized for scoring Selection Criteria 1.4.1.3 Medical ASO/Pharmacy Provider Network. The excel spreadsheet is attached separately as 1410694646 Appendix B - JEA TOP PROVIDERS AND HOSPITALS.xlsx.

NORTHEAST FLORIDA PROVIDER NETWORK

1. Please indicate the hospitals your company has current network contracts within Northeast Florida.

	HMO	PPO
Baptist Medical Centers		
Memorial Hospital Jacksonville		
Shands Jacksonville Medical Center/UF Health		
St. Vincent's Medical Center		
Orange Park Medical Center		
Wolfson Children's Hospital		
Flagler Hospital		
Ed Fraser Memorial Hospital		
Mayo Clinic Florida Hospital		
Nemours Children's Clinic		
SE GA Health - Brunswick		

2. Please indicate the urgent care centers your company has current network contracts within Northeast Florida.

Urgent Care Vendor	HMO	PPO

3. Please provide the number of contracted network medical providers your company has in Northeast Florida.

HMO	PCP's	Specialists	Pediatricians	OB/ GYN	Urgent Care Facilities
Duval					
St. Johns					
Clay					
Baker					
Nassau					
St. Johns					
Clay					
Baker					
Nassau					

PPO	PCP's	Specialists	Pediatricians	OB/ GYN	Urgent Care Facilities
Duval					
St. Johns					
Clay					
Baker					
Nassau					
St. Johns					
Clay					
Baker					
Nassau					

4. Please provide the average network discount your network contract provides from billed charges. Please provide true discounts. Do not include COB, Subrogation or other means to enhance discounts.

HMO	DUVAL	CLAY	ST. JOHNS	NASSAU	BAKER
PCP					
Specialist					
Urgent Care					
Ancillary					
Emergency Room					
Hospital					

PPO	DUVAL	CLAY	ST. JOHNS	NASSAU	BAKER
PCP					
Specialist					
Urgent Care					
Ancillary					
Emergency Room					
Hospital					

5. Please provide a listing of all of the network specialist categories (by network) your company is offering in your RFP proposal response. Example: HMO, PPO
6. Gallagher Benefit Services Network Evaluation Model - This will be used, to score Selection Criteria 1.4.1.4 Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services Plan Design.

**Gallagher Benefit Services Network Evaluation Model
Sample Physician HMO Fee Schedules**

Provide data based on calendar year 2021.

CPT4 Code	Description of Services	Average Negotiated Allowable Fee	Reasonable and Customary
		HMO	HMO
<u>Global Fees</u>			
00740	Anes-Ugi Endoscopy-Intro Prox Duod		
00810	Anes-Low Intest Endo-Dist To Duod		
11100	Biopsy of Skin Lesion		
17000	Destruc Premalg Lesion		
17110	Destruc Wart Mollusc/Milia; Up 14		
20550	Inj Tendon Sheath/Ligament		
20610	Arthrocentesis Aspir&/Inj; Maj Jnt		
27447	Total knee replacement		
31231	Nasal Endo Dx Uni/Bil Sep Proc		
31575	Diagnostic Laryngoscopy		
36478	Endovenous Laser 1st vein		
43239	Ugi Endo; W/Bx 1/Mx		
45378	Colonoscopy Flex; Dx-Sep Proc		
45380	Colonoscopy Flex; W/Bx 1/Mx		
52000	Cystoscopy		
59400	Routine Vaginal Delivery		
59510	Cesarean Section		
66984	Remove Cataract, Insert Lens		
69210	Remove Impacted Ear Wax Uni		
70553	MRI - Brain		
71020	Chest X-ray, 2 Views		
73630	X-Ray Exam of Foot		
73721	MRI Jnt of Lwr Extrem w/o Dye		
76830	Ultrasound Transvaginal		
76942	Echo Guide for Biopsy		
77052	Comp Screening Mammogram		
80050	General Health Panel		
80061	Lipid Panel		
81000	Urinalysis		
88305	Level Iv - Surg Path Gross&Mic Exam		
90460	Imadm Any Route 1St Vac/Tox		
90471	Immunization Admin; 1 Vaccine		
90649	Hpv Vaccine 4 Valent, Im		
90670	Pneumococcal Vacc 13 Val Im		
90806	Psychotx Ov/Op Behv Mod 45-50 Mn;		

CPT4 Code	Description of Services	Average Negotiated Allowable Fee	Reasonable and Customary
		HMO	HMO
92012	Ophth Serv: Med Exam; Interm Estab		
92014	Ophth Serv: Med Exam; Comp Estab Pt		
93000	Ecg-Routine 12 Lead; W/Intrpt & Rpt		
93306	Tte W/Doppler, Complete		
95004	Perq W/Allerg Extract-Spec # Test		
95165	antigen Therapy Services		
96372	Ther/Proph/Diag Inj Sc/Im		
96413	Chemo, Iv Infusion, 1 Hr		
97110	Therap 1/> Areas/15 Min; Exercises		
97140	Mnl Tx Tech 1/More Rgns Ea 15 Min		
97530	Tx Actv Dir Pt Cntc Prov Ea 15 Min		
98941	Chiropractic Manip Tx; Sp 3-4 Rgns		
98943	Chiro Manip Tx; Extraspin 1/> Areas		
99202	Ofc/Outpt E&M New Low-Mod 20 Min		
99203	Ofc/Outpt E&M New Mod-Sever 30 Min		
99204	Ofc/Outpt E&M New Mod-Hi 45 Min		
99205	Ofc/Outpt E&M New Mod-Hi 60 Min		
99212	Ofc/Outpt E&M Estab Minor 10 Min		
99213	Ofc/Outpt E&M Estab Low-Mod 15 Min		
99214	Ofc/Outpt E&M Estab Mod-Hi 25 Min		
99215	Ofc/Outpt E&M Estab Mod-Hi 40 Min		
99223	Init Hosp-Day E&M Hi Sevrity 70 Min		
99232	Subsqt Hsp-Day E&M Minr Cmpl 25 Min		
99233	Subsqt Hosp-Day E&M Sig Cmpl 35 Min		
99243	Office Cnslt New/Estab Mod 40 Min		
99244	Ofc Cnslt New/Estab Mod-Hi 60 Min		
99245	Ofc Cnslt New/Estab Mod-Hi 80 Min		
99254	Initial Inpt Consult Mod-Hi 80 Min		
99283	Emerg Dept Visit E&M Moderate Sever		
99284	Er Visit E&M High Sever Urgent Eval		
99285	Er Visit E&M High-Sever Sig Threat		
99291	Critical Care E&M; 1St 30-74 Min		
99395	Prd Prev Med E&M Est Pt; 18-39 Yrs		
99396	Prd Prev Med E&M Est Pt; 40-64 Yrs		
Professional Component			
70450	Contrast Matl		
74176	Ct Abd & Pelvis W/O Contrast		
74177	Ct Abdomen&Pelvis W/Contrast		
88305	Level Iv - Surg Path Gross&Mic Exam		
88307	Level V- Surg Path Gross/Micro Exam		
Ancillary (HCPCS)			
A0427	Amb Srvs Als Emerg Transport Levl 1		
A0429	Amb Service Bls Emergency Transport		
A4230	Infus Set Ext Insulin Pump Nonndle		
A9502	Radophrm Techtum Tc 99M Tetrofosmin		
J1745	Injection Infliximab 10 Mg		
J2505	Injection Pegfilgrastim 6 Mg		
J7302	Levonorgestrel Intrautern Cntracpt		
J9355	Trastuzumab 10 Mg		

CPT4 Code	Description of Services	Average Negotiated Allowable Fee	Reasonable and Customary
		HMO	HMO
S3854	Gene Expression Profiling Panel		
Q2048	Injection, doxorubicin HCL, liposomal, Doxil,		

**Gallagher Benefit Services Network Evaluation Model
Sample Physician PPO Fee Schedules**

Provide data based on calendar year 2021.

CPT4 Code	Description of Services	Average Negotiated Allowable Fee	Reasonable and Customary
		PPO	PPO
<u>Global Fees</u>			
00740	Anes-Ugi Endoscopy-Intro Prox Duod		
00810	Anes-Low Intest Endo-Dist To Duod		
11100	Biopsy of Skin Lesion		
17000	Destruc Premalg Lesion		
17110	Destruc Wart Mollusc/Milia; Up 14		
20550	Inj Tendon Sheath/Ligament		
20610	Arthrocentesis Aspir&/Inj; Maj Jnt		
27447	Total knee replacement		
31231	Nasal Endo Dx Uni/Bil Sep Proc		
31575	Diagnostic Laryngoscopy		
36478	Endovenous Laser 1st vein		
43239	Ugi Endo; W/Bx 1/Mx		
45378	Colonoscopy Flex; Dx-Sep Proc		
45380	Colonoscopy Flex; W/Bx 1/Mx		
52000	Cystoscopy		
59400	Routine Vaginal Delivery		
59510	Cesarean Section		
66984	Remove Cataract, Insert Lens		
69210	Remove Impacted Ear Wax Uni		
70553	MRI - Brain		
71020	Chest X-ray, 2 Views		
73630	X-Ray Exam of Foot		
73721	MRI Jnt of Lwr Extrem w/o Dye		
76830	Ultrasound Transvaginal		
76942	Echo Guide for Biopsy		
77052	Comp Screening Mammogram		
80050	General Health Panel		
80061	Lipid Panel		
81000	Urinalysis		
88305	Level Iv - Surg Path Gross&Mic Exam		
90460	Imadm Any Route 1St Vac/Tox		
90471	Immunization Admin; 1 Vaccine		
90649	Hpv Vaccine 4 Valent, Im		
90670	Pneumococcal Vacc 13 Val Im		
90806	Psychotx Ov/Op Behv Mod 45-50 Mn;		

CPT4 Code	Description of Services	Average Negotiated Allowable Fee	Reasonable and Customary
		PPO	PPO
92012	Ophth Serv: Med Exam; Interm Estab		
92014	Ophth Serv: Med Exam; Comp Estab Pt		
93000	Ecg-Routine 12 Lead; W/Intrpt & Rpt		
93306	Tte W/Doppler, Complete		
95004	Perq W/Allerg Extract-Spec # Test		
95165	antigen Therapy Services		
96372	Ther/Proph/Diag Inj Sc/Im		
96413	Chemo, Iv Infusion, 1 Hr		
97110	Therap 1/> Areas/15 Min; Exercises		
97140	Mnl Tx Tech 1/More Rgns Ea 15 Min		
97530	Tx Actv Dir Pt Cntc Prov Ea 15 Min		
98941	Chiropractic Manip Tx; Sp 3-4 Rgns		
98943	Chiro Manip Tx; Extraspn 1/> Areas		
99202	Ofc/Outpt E&M New Low-Mod 20 Min		
99203	Ofc/Outpt E&M New Mod-Sever 30 Min		
99204	Ofc/Outpt E&M New Mod-Hi 45 Min		
99205	Ofc/Outpt E&M New Mod-Hi 60 Min		
99212	Ofc/Outpt E&M Estab Minor 10 Min		
99213	Ofc/Outpt E&M Estab Low-Mod 15 Min		
99214	Ofc/Outpt E&M Estab Mod-Hi 25 Min		
99215	Ofc/Outpt E&M Estab Mod-Hi 40 Min		
99223	Init Hosp-Day E&M Hi Sevrity 70 Min		
99232	Subsqt Hsp-Day E&M Minr Cmpl 25 Min		
99233	Subsqt Hosp-Day E&M Sig Cmpl 35 Min		
99243	Office Cnslt New/Estab Mod 40 Min		
99244	Ofc Cnslt New/Estab Mod-Hi 60 Min		
99245	Ofc Cnslt New/Estab Mod-Hi 80 Min		
99254	Initial Inpt Consult Mod-Hi 80 Min		
99283	Emerg Dept Visit E&M Moderate Sever		
99284	Er Visit E&M High Sever Urgent Eval		
99285	Er Visit E&M High-Sever Sig Threat		
99291	Critical Care E&M; 1St 30-74 Min		
99395	Prd Prev Med E&M Est Pt; 18-39 Yrs		
99396	Prd Prev Med E&M Est Pt; 40-64 Yrs		
Professional Component			
70450	Ct Head/Brain; W/O Contrast Matl		
74176	Ct Abd & Pelvis W/O Contrast		
74177	Ct Abdomen&Pelvis W/Contrast		
88305	Level Iv - Surg Path Gross&Mic Exam		
88307	Level V- Surg Path Gross/Micro Exam		
Ancillary (HCPCS)			
A0427	Amb Srvs Als Emerg Transport Levl I		
A0429	Amb Service Bls Emergency Transport		
A4230	Infus Set Ext Insulin Pump Nonndle		
A9502	Radophrm Tectum Tc 99M Tetrofosmin		
J1745	Injection Infliximab 10 Mg		
J2505	Injection Pegfilgrastim 6 Mg		
J7302	Levonorgestrel Intrauterine Cntrcpt		
J9355	Trastuzumab 10 Mg		

CPT4 Code	Description of Services	Average Negotiated Allowable Fee	Reasonable and Customary
		PPO	PPO
S3854	Gene Expression Profiling Panel		
Q2048	Injection, doxorubicin HCL, liposomal, Doxil,		

**ATTACH YOUR COMPLETE NETWORK LISTING OF MEDICAL SERVICES PROVIDERS FOR NORTH
FLORIDA**

This report must be included in your RFP response.

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

FORM 3 - SERVICE LEVEL AGREEMENTS / PERFORMANCE GUARANTEE METRICS

Medical ASO proposers must complete the following chart of Service Level Agreements (SLAs) / Performance Guarantees with your RFP response.

(All Performance Guarantees related to Pharmacy Benefit Management services are outlined in the Pharmacy Benefit Management Service Excel Workbook.)

- Proposer each quarter will provide a completed scorecard with the metrics shown.
 - The frequency may be increased or decreased as necessary to ensure exception performance.
- JEA will determine the Customer/Member satisfaction based on the vendor scorecard
- Passing score for the quarter for vendor is 70% or greater

Proposer should indicate the percentage of fees at risk ____% (insert total percent- estimated total amount should be \$8,500 or greater per plan year)

During each quarter 25% of the annual premium at risk will be determined. The total amount of premium at risk reduction will apply to the premium rates for the subsequent January 1st. For example, if premium at risk reduction for 2023 is determined as x%, this would apply to the 2024 premium amounts.

Should the performance improve where all quarters receive a passing score during the year where a reduction of premium is applying, the subsequent January 1 would remove the reduction in premium. For example, if during 2024, x% reduction in premium is occurring and all quarter a passing scorecard occurred, the x% premium reduction would be removed effective January 1, 2025.

	Service / Performance Metric	Service / Performance Goal	Carrier agrees to this Service/Performance Goal (Yes or No) If no, state your service goal.	Goal Measurement Based on JEA Specific Data or Book of Business (BoB) Data? State JEA or BoB	Percent weight of Percentage (EX. You may change the % at risk for all BUT the HR Scorecard)
1	Eligibility Updating – percentage of electronic eligibility files to be processed within 48 hours of receipt of clean data.	97% or greater within 48 hours of receipt of a clean file			10%
2	Claims (Meet all the follow) <ul style="list-style-type: none"> - Financial Accuracy - percentage of initial claims paid with the correct amount on clean and valid claims. - Claims Processing Accuracy - percentage of initial clean and valid claims that are paid accurately. - Claims Turnaround Time (Paid) - number of business days to 	98% financial accuracy for paid claims 97%-99% processing accuracy for clean claim 30 calendar days from receipt to the date claim is adjudicated and			10%

	process and pay clean and valid claims.	pending payment			
3	Member Services Average Speed of Call Answer - average hold time for member call center.	Will not exceed 30 seconds or less to answer a call			10%
4	Member Services Call Abandonment Rate - average abandonment rate.	No more than 5% of calls received are abandoned			10%
5	Member Services Resolution Rate - average number of calls resolved during the initial call.	90% or better on initial call			10%
6	Complaints/Appeals/Grievance Resolution Meet all the follow) - average number of days that written complaints are acknowledged in writing. - average number of days it takes to resolve Complaints/Appeals/Grievances.	- 10 business days for written acknowledgement - 30 days or less to resolve complaint			10%
7	Reporting (Meet all the follow): - Standard Utilization/Claims Reporting Package - time period in which the delivery of standard utilization/claims reporting packages take place after the end of the applicable reporting period. - Standard Utilization/Claims Reporting Package - average percentage of timely delivery of reporting based on stated time period above.	- Produce standard utilization reporting package within 30 days of the close of the reporting period -98% for timely delivery			10%
8	Member ID Cards Delivery – timeframe for delivery of new member ID cards.	100% new member ID cards in 10 business days of loading clean eligibility file			10%
9	JEA Vendor Performance Scorecard	The JEA Vendor Performance Scorecard (Appendix C) will make up 20% of this SLA/PG and the other 80% should be distributed amongst the PGs listed above (they do not need to be evenly distributed, if you choose to change)			20%
		Total Percent of SLA/PG % at risk			100%

FORM 4 – PROPOSED PRICING AND RATE EXHIBIT

Medical ASO, Chronic Condition Management Services and Stop Loss Rate Exhibit

Self-Insured Premium/Fee Exhibits 18/12 Contract

Please illustrate in this section Proposer's self-insured premiums, fees, or charges that you are proposing for the Medical ASO, Chronic Condition Management and Stop Loss coverage. If Proposer's Medical fees are offset by any provider shared savings this must be disclosed in this fee exhibit. Any additional premiums, fees or costs not disclosed in this premium exhibit shall be the responsibility of the Proposer.

Failure to disclose full information on premiums, rates, fees or additional charges may result in the lowering of Proposer's scoring or disqualification of your proposal.

If Proposer is proposing a multiyear rate guarantee, please show the rate guarantees in months. (i.e., 12-months, 24-months, etc.)

All proposed premiums and or fees should be net of commissions.

All proposed premiums, fees, charges for the services provided under this RFP must be firm (separate criteria is imposed for Stop Loss) regardless of the number of employees and retirees who enroll. Proposers must specify any restrictions or limitations on the premiums, fees, charges and services quoted. Any limitations or restrictions not disclosed in Proposer's Proposal shall be the responsibility of Proposer.

PLEASE NOTE ALL BIDDING REQUIREMENTS, CRITERIA AND RESPONSES RELATED TO YOUR PHARMACY BENEFIT MANAGEMENT PROPOSAL MUST BE PROVIDED THROUGH COMPLETION OF THE SEPARATE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK AND FORMULARY DISRUPTION RESULTS EXCEL WORKBOOK PROVIDED BY ELAINE SELDERS AT SELDEL@JEA.COM.

PROPOSALS FOR PHARMACY BENEFIT MANAGEMENT SERVICES MUST BE SUBMITTED USING THE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK WHICH MUST BE SUBMITTED VIA ZYCUS.

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Option 1: ASO Fees with Medical and Pharmacy Administration included in the Medial ASO.

Enrollment	BlueOptions PPO 03768	BlueCare HMO 47 w/HRA	BlueOptions HDHP 3160/3161 w/HSA
Employee	535	102	577
Employee/Spouse	138	14	149
Employee/Children	93	31	201
Family	86	36	342
Total	852	183	1,269

Premium/Fees	BlueOptions PPO 03768	BlueCare HMO 47 w/HRA	BlueOptions HDHP 3160/3161 w/HSA
18/12			
Administration Fee			
Estimated Shared Savings if part of Administration Fee Calculation			
Specific Stop Loss Premium - \$250,000			
Single			
Family			
Composite			
Specific Stop Loss Premium - \$275,000			
Single			
Family			
Composite			
Specific Stop Loss Premium - \$300,000			
Single			
Family			
Composite			
Network Access Fee			
Chronic Condition Management			
Other			

Total Monthly Stop Loss Insurance and Administration Costs based on \$250,000 Specific Deductible			
Total Annual Stop Loss Insurance and Administration Costs based on \$250,000 Specific Deductible			

	Total Claims Costs
Total Projected Claim Cost based on \$250,000 Specific Deductible	
Expected Paid Claims (100%) based on \$250,000 Specific Deductible	

	Amount
Proposed Annual Well-being Credit	
Is Annual Well-being Credit guaranteed for each year of the five (5) potential years of contract? If no, explain.	

The above premium/fees are guaranteed for:

	Fee/Premium Guarantee Period (months)
Administration Fee	
Specific Stop Loss Premium	
Network Access Fee	
Chronic Condition Management	
Other	
Other	

Option 2: ASO fees for Medical with Pharmacy provided through carveout PBM services. Any and all additional ASO fees attributable to carving out the PBM should be represented in this option.

Enrollment	BlueOptions PPO 03768	BlueCare HMO 47 w/HRA	BlueOptions HDHP 3160/3161 w/HSA
Employee	535	102	577
Employee/Spouse	138	14	149
Employee/Children	93	31	201
Family	86	36	342
Total	852	183	1,269

Premium/Fees	BlueOptions PPO 03768	BlueCare HMO 47 w/HRA	BlueOptions HDHP 3160/3161 w/HSA
18/12			
Administration Fee			
Estimated Shared Savings if part of Administration Fee Calculation			
Specific Stop Loss Premium - \$250,000			
Single			
Family			
Composite			
Specific Stop Loss Premium - \$275,000			
Single			
Family			
Composite			
Specific Stop Loss Premium - \$300,000			
Single			
Family			
Composite			
Network Access Fee			
Rx Carve Out Fee			
Rx Carve Out Implementation Fee			
Rx Carve Out Accumulator			

Integration File Feed Fee			
Chronic Condition Management			
Other			
Total Monthly Stop Loss Insurance and Administration Costs based on \$250,000 Specific Deductible			
Total Annual Stop Loss Insurance and Administration Costs based on \$250,000 Specific Deductible			

	Total Claims Costs
Total Projected Claim Cost based on \$250,000 Specific Deductible	
Expected Paid Claims (100%) based on \$250,000 Specific Deductible	

	Amount
Proposed Annual Well-being Credit	
Is Annual Well-being Credit guaranteed for each year of the five (5) potential years of contract? If no, explain.	

The above premium/fees are guaranteed for:

	Fee/Premium Guarantee Period (months)
Administration Fee	
Specific Stop Loss Premium	
Network Access Fee	
Rx Carve Out Fee (Data Feeds)	

Chronic Condition Management	
Other	
Other	

I confirm the rates, fees, costs and charges provided on this form have been accurately disclosed, are net of commissions and are guaranteed for the time period stated. I understand that any plan rates, fees, costs or additional charges not disclosed in this Form 4 are not the responsibility of JEA.

Failure to sign this form may result in the lowering of your score or disqualification of your proposal.

Signature of Proposer representative

Date

(Remainder of page intentionally left blank)

FORM 5 - MINIMUM QUALIFICATIONS FORM

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. MINIMUM QUALIFICATIONS FOR PHARMACY BENEFIT MANAGEMENT SERVICES MUST BE SUBMITTED USING THE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK WHICH MUST BE SUBMITTED VIA ZYCUS.

IN ORDER TO BE CONSIDERED A QUALIFIED PROPOSER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW AND IN THE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION/TECHNICAL SPECIFICATION.

THE PROPOSER MUST COMPLETE THE PROPOSER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCES REQUESTED. THE PROPOSER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

PROPOSER INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

The Proposer must meet all the following Minimum Qualifications to be considered eligible to have its Proposal evaluated. Pharmacy mandatory minimum qualifications are outlined separately in the Pharmacy Benefit Management Services Excel Workbook. JEA will reject Proposals from Proposers not meeting all of the following Minimum Qualifications:

- The Proposer must provide one State of Florida public entity (minimum of 2,500 employees) Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services account reference to include the reference company name, contact person, phone number, email address and a summary of the scope of work provided by the Proposer for the reference company. JEA will contact and verify the account reference.
- The Proposer must have provided the services and products requested in this RFP in the State of Florida for at least five years, ending December 31, 2021.

- The Proposer and each subcontracted vendor offered by the Proposer must have all the necessary Florida State Licenses, approvals, filing registrations and/or certificates to offer the products and services requested in this RFP.
- If an insurance company, the Proposer and all subcontractors must have, at a minimum, a current A.M. Best, or equivalent company, rating of A- or better as of December 31, 2021 or for the most current rating period. (If applicable).

Please provide the reference information requested below pertaining to this contract.

- The Proposer must provide one State of Florida public entity (minimum of 2,500 employees) Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services account reference to include the reference company name, contact person, phone number, email address and a summary of the scope of work provided by the Proposer for the reference company. JEA will contact and verify the account reference.

Name of client: _____

Address of client: _____

Number of employees: _____

Phone number: _____

Current contact name: _____

Effective date of plan: _____

FORM 6 - PROPOSAL FORM

PROPOSER INFORMATION:

PROPOSER NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL OF CONTACT: _____

WEBSITE: _____

QUOTATION OF PREMIUMS, RATES, OR FEES PROPOSED BY THE PROPOSER

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum score for criterion is: 20 Points

Illustrate the Proposer's competitiveness on the Medical ASO, Chronic Condition Management Services and Stop Loss premium and rates as proposed in Form 4 – Proposed Pricing and Rate Exhibit and Form 1 – RFP Interrogatories/Questionnaire in this RFP. Overall competitiveness of individual premiums, monthly and annual costs are the main factor of this criteria.

Pharmacy Benefit Management Services - Maximum score for criterion is: 20 Points

Illustrate the Proposer's competitiveness on the Pharmacy Benefit Management Services premium and rates as proposed in the Financial Offer tab, Specialty Pharmacy Offer tab, Mfc Coupon Programs tab, Administrative Ancillary Fees tab and Financial Requirements tab in the Pharmacy Benefit Management Services Excel Workbook.

Please note the prices quoted by the Proposer on all required Proposal Forms must be firm-fixed prices, not estimates (excluding Stop Loss.). Any modifications, exceptions, or objections contained within the response form may subject the response to disqualification.

PREMIUM RATE GUARANTEES

Medical ASO and Chronic Condition Management Services - Maximum score for criterion is: 10 Points

Please provide Proposer'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 or 60 months. A multi-year rate guarantee is preferred with proposed rate caps in subsequent years of contract. Provide rate guarantees on Form 4 – Proposed Pricing and Rate Exhibit.

Pharmacy Benefit Management Services - Maximum score for criterion is: 15 Points

Please provide Proposer's premium rates, rebate guarantees, financial guarantees and performance guarantees outlined in the Financial Offer tab, Specialty Pharmacy Offer tab, Performance Guarantees tab, Mfc Coupon Programs tab, and Financial Requirements tab in the Pharmacy Benefit Management Services Excel Workbook.

MEDICAL ASO/PHARMACY PROVIDER NETWORK

Medical ASO and Chronic Condition Management Services - Maximum score for criterion is: 15 Points

Demonstrate the size, quality and scope of Proposer's Medical ASO and Chronic Condition Management Services network in Northeast Florida. This will include number of providers and facilities in the proposed networks for PPO and HMO plans. Completion of Form 2 – Medical ASO Provider Network and Disruption requirements, information from responses in Form 1 – RFP Interrogatories/Questionnaire and requested geo access reporting will be used to evaluate network.

Pharmacy Benefit Management Services - Maximum score for criterion is: 10 Points

Demonstrate the size, quality and scope of Proposer's Pharmacy Benefit Management network. Responses from Pharmacy Benefit Management Services Excel Workbook, Network Disruption tab will be utilized to evaluate this criteria.

MEDICAL ASO, PHARMACY BENEFIT MANAGMENT SERVICES, STOP LOSS AND CHRONIC CONDITION MANAGMENT SERVICES PLAN DESIGN

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum score for criterion is: 15 Points

Proposer must provide benefits that match or enhance current Medical ASO, Chronic Condition Management Services and Stop Loss plans that are currently offered to JEA participants. If plan deviations are not disclosed, proposed plans will be treated as mirroring the current plan designs. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

Pharmacy Benefit Management Services - Maximum score for criterion is: 15 Points

Proposer must provide pharmacy benefits that match or enhance current Pharmacy plan design. Responses from Pharmacy Benefit Management Services Excel Workbook, Questionnaire tab, Open Response tab, Exclusions tab, Claims and Trend Assumptions tab, and Formulary Disruption tab will be utilized to evaluate this criteria.

CLAIM ADJUDICATION, TIMING, ACCURACY AND SERVICE RESPONSE

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum score for criterion is: 15 Points

Please provide information about Proposer's claims adjudication, percentage of accuracy, timely claims processing and grievance procedures. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire and Form 3-SLA/PG.

Pharmacy Benefit Management Services - Maximum score for criterion is: 10 Points

Proposer must provide information about claims adjudication, percentage of accuracy, timely claims processing and grievance procedures. Responses from Pharmacy Benefit Management Services Excel Workbook, Questionnaire tab and Financial Requirements tab will be utilized to evaluate this criteria.

COMPETENCE OF PROPOSER AND PROPOSER'S REPRESENTATIVES

Medical ASO and Chronic Condition Management Services - Maximum score for this criterion: 5 Points

Include professional and/or technical education and training; experience in the project to be undertaken; availability of adequate personnel, equipment and facilities. Provide resumes of principal staff/project manager showing years of experience in the field for similar projects. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire and Form 5 – Minimum Qualifications.

Pharmacy Benefit Management Services - Maximum score for this criterion: 10 Points

Proposer must provide information regarding professional and/or technical competency. Responses from Pharmacy Benefit Management Services Excel Workbook, Rules tab, Terms and Definitions tab, and Questionnaire tab will be utilized to evaluate this criteria.

TECHNOLOGY – ONLINE SERVICES AND FEATURES AVAILABLE TO MEMBERS

Medical ASO and Chronic Condition Management Services - Maximum Score for Criterion is: 5 Points

Describe the services and features members will have access to on Proposer's website and/or mobile application. Provide information on what cyber-security protocols and encryption technology Proposer has in place to protect member information. Provide details regarding any data breaches. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire and Form 7 – Information Security External Data Protection Questionnaire CONFIDENTIAL_SSI.

Pharmacy Benefit Management Services - Maximum Score for Criterion is: 10 Points

Proposer must provide information regarding services and features members will have access to on Proposer's website and/or mobile application. Responses from Pharmacy Benefit Management Services Excel Workbook, Questionnaire tab will be utilized to evaluate this criteria.

PROXIMITY TO THE PROJECT

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum Score for Criteria is: 5 Points

Document the location of Proposer's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required, and maximum points will be awarded. If not located in Jacksonville, FL Proposers are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded. Information will be evaluated from responses in Form 6 – Proposal Form.

Pharmacy Benefit Management Services - Maximum Score for Criteria is: 5 Points

Document the location of Proposer's Account Management team. Responses from Pharmacy Benefit Management Services Excel Workbook, Questionnaire tab will be utilized to evaluate this criteria.

FINANCIAL RESPONSIBILITY AND STABILITY

Medical ASO, Chronic Condition Management Services and Stop Loss - Maximum Score for Criteria is: 10 Points

Describe form of business Proposer 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 Proposer may wish to supply to demonstrate financial responsibility. Provide information on Proposer'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. Information will be evaluated from responses in Form 5 – Minimum Qualifications Form.

Pharmacy Benefit Management Services - Maximum Score for Criteria is: 5 Points

Proposer must provide information regarding Financial Responsibility and Stability. Responses from Pharmacy Benefit Management Services Excel Workbook, Bidder Requirements tab will be utilized to evaluate this criteria.

Proposer's Certification

By submitting this Proposal, the Proposer certifies (1) that the Proposer has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that the Proposer is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload will not interfere with the Proposer's ability to Work in a professional, diligent and timely manner.

The Proposer certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice 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.

Please initial below:

____ (Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

We have received addenda _____ through _____

Signature of Authorized Officer of Proposer or Agent

Date

Printed Name & Title

Phone Number

FORM 7 - INFORMATION SECURITY EXTERNAL DATA PROTECTION QUESTIONNAIRE

This spreadsheet must be included in your RFP response. The information will be evaluated and utilized for scoring by our Information Security Team. The excel spreadsheet is attached separately as 1410694646 Appendix B - Form 7 – Information Security Questionnaire.

COMPANIES THAT INTEND TO PARTICIPATE SHALL EMAIL ELAINE SELDERS AT SELDEL@JEA.COM TO REQUEST A SECURE LINK TO RECEIVE THE PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK. THE PHARMACY BENEFIT MANAGEMENT SERVICES WORKBOOK RESPONSES MUST BE SUBMITTED IN ITS ENTIRETY IN EXCEL FORMAT AND CANNOT BE SUBMITTED AS A PDF.

FORM 8 – CONFLICT OF INTEREST

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM INSTRUCTIONS

Vendors shall not try to gain an unfair competitive advantage or influence the ability of JEA officers and employees to make impartial and objective decisions on behalf of JEA.

All vendors interested in conducting business with JEA must complete and return the Vendor Conflict of Interest Disclosure Form found on the following page in order to be eligible to be awarded a contract with JEA. Please note that all vendors are subject to comply with JEA's conflict of interest policies provided below.

1. No JEA officer (e.g., JEA Board member and elected City official) or employee has an ownership interest of more than 5% in vendor's company.
2. No JEA officer or employee is an officer, director, partner or proprietor of vendor's company.
3. No JEA officer or employee is employed by or being considered for employment by vendor's company.
4. No JEA officer or employee work as a consultant or has a contractual relationship with vendor's company.
5. No JEA officer or employee will derive a personal financial gain or loss from this contract.
6. No relative of a JEA officer of employee will derive a personal financial gain or loss from this contract. (Relatives include a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.)

If a vendor has one or more relationships with a JEA officer or employee or a relative of a JEA officer or employee that meets the criteria described above, then the vendor shall disclose the information by completing the Conflict of Interest Form on the following page.

CONFLICT OF INTEREST DISCLOSURE FORM

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.*

Questions about this form? Contact (JEA, Buyer)

JEA Bid/Solicitation/Contract Number:	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA:	
Vendor Name:		Vendor Phone:
Vendor's Authorized Representative Name and Title:		Authorized Representative's Phone:
NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST		
Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.		Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:
1.		
2.		
3.		
4.		
5.		
<input type="checkbox"/> Vendor has no conflict of interest to report.		
<input type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract.		
<input type="checkbox"/> I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.		
Vendor's Authorized Representative Signature:		Date:
<div style="border-top: 1px solid black; height: 20px; width: 100%;"></div>		

FOR JEA USE ONLY IF CONFLICT NOTED
This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
Note:		

FORM 9 – PHARMACY BENEFIT MANAGEMENT SERVICES EXCEL WORKBOOK

Companies that intend to participate shall email Elaine Selders at seldel@jea.com to request a secure link to receive the Pharmacy Benefit Management Services Excel Workbook. The Pharmacy Benefit Management Services Excel workbook responses must be submitted in its entirety in Excel format and cannot be submitted as a pdf.

APPENDIX C – ZYCUS SUPPLIER INSTRUCTIONS

Foreword:

This help guide is provided to suppliers with instructions on how to access and submit bids on JEA’s cloud based sourcing platform (Zycus)

This guide will walk the supplier through the following topics:

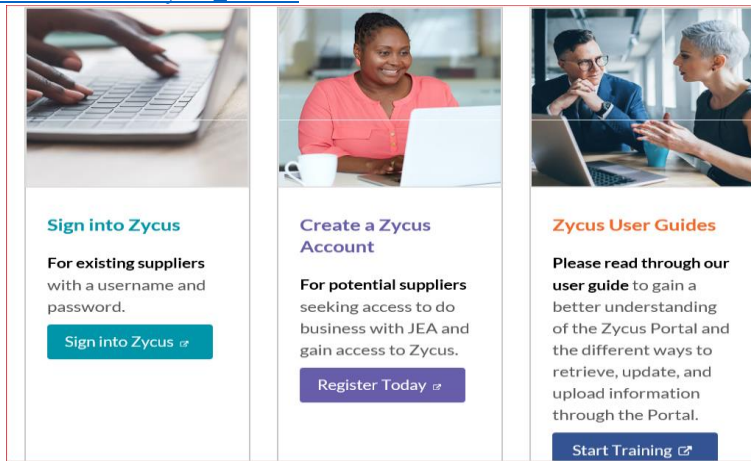
- Supplier Onboarding (gaining access to platform)
- Bid Participation (download documentation and completion bid forms)
- Bid Submission (uploading and completing the submission process)

Supplier Onboarding:

Accessing the initial Zycus login and access screen from JEA.com.

Navigate to JEA.com and look for keyword “Zycus” or use the link below.

https://www.jea.com/About/Procurement/Zycus_Portal/



New Users will need to register to login. Registration will require Company name, Contact and Email Address.

For potential suppliers seeking access to do business with JEA and gain access to Zycus.

[Register Today](#)

Path for Supplier to log into the Zycus Platform.

- 1.) Go to the Zycus home page, try the supplier current company email address to see if there is an existing user account (If there is the below error will appear). Go to Step 2. (Note: JEA performed a large data dump of accounts, so your email may be in the system). If you do receive a password reset email address, proceed to reset password, receive activation and the supplier login process is complete.

New User? Register

[Need help in registering?](#)

Email Address

Email ID already registered, Please login to continue

Password

Please enter Password

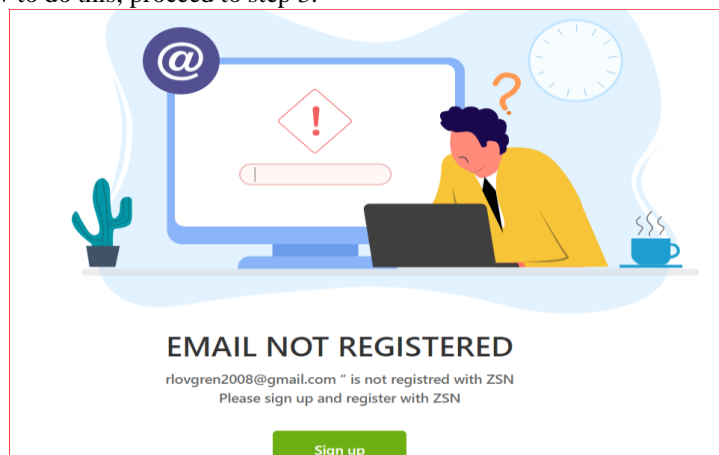
- Minimum 8 characters
- Minimum 1 capital letter
- Minimum 1 numeric
- Minimum 1 special character (e.g &,\$)

Confirm Password

If you cannot reset your password (i.e. there is not a previous email), the supplier will then complete the “New User?” registration.

The image displays two side-by-side screenshots of the Zycus user interface. The left screenshot is the 'Existing user? Log-in' page, featuring a blue background with a woman's face. It has input fields for 'Email Id' and 'Password', a 'Login' button, and links for 'Please enter Email Address', 'Login with OTP', and 'Forgot Password?'. The right screenshot is the 'New User? Register' page, which is white. It includes input fields for 'Email Address', 'Password', and 'Confirm Password', a math problem '1 + 4 =' for a security check, a checkbox for 'I accept Terms and Conditions', and a 'Register' button. A link 'Need help in registering?' is also present.

- 2.) When completing a new user registration and adding company information, if the user receives the following notification (below) when a company email address is entered. The specific email address may not be in Zycus’s system, however, it is possible your company is in the system. If the user would like to add another contact email to the current Company supplier set up, **the user will need to request to add contact information and email address to the existing supplier name in Zycus & Oracle.** For directions on how to do this, proceed to step 3.



- 3.) To add a new email address and contact to an existing supplier (i.e. you already do business with JEA) or to verify if the existing company is in Oracle (JEA’s Purchasing, invoicing and payment system) send an email to isupplier@jea.com. JEA will verify if the company is set up in the ERP system (Oracle), if the existing company is in Oracle, the iSupplier team will request contact update information to add a contact to Oracle. JEA as a part of the supplier maintenance process will push the information to Zycus, at which point, the supplier will be able to have their password reset. **If iSupplier notes, your company is not in JEA’s Oracle system, you’ll then proceed to just create a Zycus ID as a potential supplier:**

<https://zsn.zycus.com/guest/genericRegister/JEA074>

**New User?
Register** [Need help in registering?](#)

Email Address
Type your email address here

Password
Type password here

Confirm Password
Re-type password here

Please Answer
0 + 6 =

☐ I accept [Terms and Conditions](#)

Register

Existing Users or New Users with ID (email registered) and password.

Once the user has a login on the sourcing platform select “Sign into Zycus”, the supplier may navigate to the solicitation by selecting the icon for the applicable solicitation.

Sign into Zycus

Login to your Supplier Network Account

Email Address
Please enter Email Address

Password

Login [Resend activation link](#) [Forgot Password ?](#)

Bid Preparation:

Once logged in, suppliers will see a Green block with a white plus, where supplier can add cards “Connect as Potential Supplier” and “Sourcing Events”, Once you’ve selected the Sourcing Events, suppliers will see all events, select the applicable event.

All Customers

+

CONNECT AS POTENTIAL SUPPLIER

SOURCING EVENTS

Telephony, Network, Internet & DDoS Se... - Open

Customer	Event Id	Event Type	Open Date
JEA	1410190846	RFI	10/12/2020...

1 of 2 records displayed [View More](#)

If the above screen does not appear, the Supplier may need to select “JEA” as one of their Customer, by going to “manage Companies”.

ZYCUS COGNITIVE PROCUREMENT [Manage Companies](#) [Settings](#) [Help](#) [R](#)

Home **All Customers**

JEA [Add Card Library](#)

Once in the Event. The event has prompts for actions required to respond to the solicitation.

Once the Bidder has selected the solicitation event, the Bidder may be required to “Accept” the documents under the “Terms and Conditions” section of the solicitation. JEA may attach a Non-Disclosure agreement, iSource instructions, or other prevent documents. The blue underlined hyperlink is provided for participants to open and review the attached document. Participants will not be allowed to access the bid, until each “Accept” action has been completed.

Supplier Checklist

Confirm Participation
To confirm participation accept all Terms and Conditions.

Prepare Response

Submit Response

RFP Summary
Event Status: **Open**
Open Date: 12/07/2020 10:19
Close Date: 01/19/2021 12:00
Owner: Rodney Lovgren
Contact: -

RFP : 1410242847 | IFB Construction Services for the Forest Trail Patrol Road
To confirm participation accept all Terms and Conditions.

[Go to eForum \(0 New\)](#)

Terms and Conditions	Status	Action
Source Usage Terms and Conditions.rtf	No Action Taken Yet	Accept Reject Download
1410242847-21 Solicitation.docx	No Action Taken Yet	Accept Reject Download

Page 1 of 1

Preview (Other Attachments and RFX Preview will be available after all Terms and Conditions are accepted)

[Confirm Participation](#) | [Decline Participation](#)

Once the Bidder has “Accepted” the documents under the “Terms and Conditions” attachment section, the Bidder can then view all the solicitation documents and make a determination whether or not to “Confirm Participation” or “Decline Participation” If Participation is confirmed the Supplier Checklist will move to the “Prepare Response” section.

Supplier Checklist

Confirm Participation
To confirm participation accept all Terms and Conditions.

Prepare Response

Submit Response

RFP Summary
Event Status: **Open**
Open Date: 12/07/2020 10:19
Close Date: 01/19/2021 12:00
Owner: Rodney Lovgren
Contact: -

RFP : 1410242847 | IFB Construction Services for the Forest Trail Patrol Road
To confirm participation accept all Terms and Conditions.

[Go to eForum \(0 New\)](#)

Terms and Conditions	Status	Action
Source Usage Terms and Conditions.rtf	Accepted	Accept Reject Download
1410242847-21 Solicitation.docx	Accepted	Accept Reject Download

Page 1 of 1

Other Attachments	Size	Uploaded On	Action
1410242847-21 IEA Forest Trail Patrol Road Specifications_IFB.pdf	363 KB	12/07/2020 07:33	Download
1410242847-21 FOREST TRAIL IFB PLANS.pdf	9 MB	12/07/2020 07:34	Download
1410242847-21 APPENDIX A - Final Forest Trail Geotechnical Report.pdf	10 MB	12/07/2020 07:34	Download
1410242847-21 Appendix B - Bid Forms.docx	46 KB	12/07/2020 07:35	Download

Page 1 of 1

RFP Details (Sections:2 | Questions:3 | Item:1) [Expand All Sections](#)

1.0 Form Submission (Questions:2 | Items:0)

2.0 Pricing (Question:1 | Items:1)

[Confirm Participation](#) | [Decline Participation](#)

Once Participation is confirmed the Supplier Checklist will advance to the “Prepare Response” Section.

Supplier Checklist

Confirm Participation

Prepare Response
Prepare responses for all the sections in the event.

Submit Response

RFP Summary
Event Status: **Open**
Open Date: 12/07/2020 10:19
Close Date: 01/19/2021 12:00
Owner: Rodney Lovgren

RFP : 1410242847 | IFB Construction Services for the Forest Trail Patrol Road
Prepare responses for all the sections in the event.

[Go to eForum \(0 New\)](#)

Please select the currency you want to bid in [?](#)

Bidding Currency:

All question(s) answered Optional question(s) not answered Mandatory question(s) not answered

1.0 Form Submission Status : OPEN Type : Question	Completion Status : 0/2 (Mandatory), 0/0 (Optional)	Prepare Response
2.0 Pricing Status : OPEN Type : Pricing	Completion Status : Bid Not Started	Prepare Response

[Go to Submit Response](#)

Viewing attachments once participation is confirmed.

Once the Supplier has “accepted” the documents located under the terms and conditions tab and “confirmed participation” a listing of all the attachments will appear. The supplier may download and view the documents (by selecting the hyperlinks). When downloading, the documents will save to the download folder on the supplier’s computer. To view the attachments at any time the supplier can navigate back to the “Confirm Participation” section of the Supplier Checklist to view bid attachments again.

Supplier Checklist

- ☒ **Confirm Participation**
To confirm participation accept all Terms and Conditions.
- ☒ **Prepare Response**
- ☒ **Submit Response**

RFP Summary

Event Status: **Open**

Open Date: 12/09/2020 10:35

Close Date: 01/26/2021 12:00

Owner: Rodney Lovgren

Contact: -

RFP : 1410242846 | IFB Kennedy Generating Station Control Room Upgrade

To confirm participation accept all Terms and Conditions.

Terms and Conditions	Status	Action
Source Usage Terms and Conditions.rtf	Accepted	<input checked="" type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject Download
NDA 2019_Final_Rev1.doc	Accepted	<input checked="" type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject Download

Page 1 of 1

Other Attachments	Size	Uploaded On	Action
1410242846-21 160804_ARCH IFC_102220_STAMPED BINDER.pdf	13 MB	12/08/2020 20:27	Download
1410242846-21 160804-MECH-101620.pdf	2 MB	12/08/2020 20:27	Download
1410242846-21 315-0823 Architectural Specifications Rev 0.pdf	1 MB	12/08/2020 20:27	Download
1410242846-21 Appendix B - Bid Forms.docx	50 KB	12/08/2020 20:28	Download
1410242846-21 Solicitation (1).docx	1 MB	12/11/2020 16:24	Download
1410242846-21 E1-03-Rev 0 SEALED.pdf	5 MB	12/08/2020 20:29	Download
1410242846-21 E1-01-Rev 0 SEALED.pdf	8 MB	12/08/2020 20:28	Download
1410242846-21 E1-02-Rev 0 SEALED.pdf	4 MB	12/08/2020 20:29	Download

Page 1 of 1

To submit a response, the supplier will navigate off the “Confirm Participation” section to the “Prepare Response” section, and additional information will appear.

Supplier Checklist

- ☒ **Confirm Participation**
To confirm participation accept all Terms and Conditions.
- ☒ **Prepare Response**
- ☒ **Submit Response**

In the Prepare Response section, supplier questions will appear for which the supplier will “Prepare Response” in order to complete each section.

Supplier Checklist

- ☒ **Confirm Participation**
To confirm participation accept all Terms and Conditions.
- ☒ **Prepare Response**
Prepare responses for all the sections in the event.
- ☒ **Submit Response**

RFP Summary

Event Status: **Open**

Open Date: 12/09/2020 10:35

Close Date: 01/26/2021 12:00

Owner: Rodney Lovgren

RFP : 1410242846 | IFB Kennedy Generating Station Control Room Upgrade

Prepare responses for all the sections in the event.

Please select the currency you want to bid in

Bidding Currency:

All question(s) answered Optional question(s) not answered Mandatory question(s) not answered

JEA is issuing the subject solicitation for the Kennedy Generating Station Control Room Construction Upgrades.

1.0 Form Submission Status : OPEN Type : Question	Completion Status : Bid Ready for Submission	Prepare Response
2.0 Pricing Status : OPEN Type : Pricing	Completion Status : Bid Incomplete	Prepare Response

In most solicitations, JEA will provide terms & conditions, technical specifications, bid forms (pdf or word) and or pricing tables in excel, which the supplier will need to download and fill out and then upload. These documents will be available as attachments or links. Additionally, excel pricing tables may need to be uploaded once completed to complete the pricing table response section. Suppliers can download the required attachments by selecting the “Buyers Attachments” icon, or opening

Buyer's Attachments **1** | **Upload Event Level Attachments(0)**

hyperlinks.

Once complete in each section, there may be an attachment requirement, in which case, the supplier will see the Attachment form below. Note, you'll also need to type text into the attachment form screen (see below “Test”) has been entered.

Event Close Date Time: 10/26/2020 17:00 (America/New_York)

1 of 3 Service ... Mandatory (0/0) Optional (1/1) | 2 of 3 Invoicing ... Mandatory (0/0) Optional (1/1) | 3 of 3 Budgetary ... Mandatory (0/1) Optional (1/3)

Mandatory Questions Showing: All Questions Go

3.1 Please complete the RFI Pricing template to facilitate JEA's budgetary cost estimates. This pricing will not be evaluated and is considered for information only.

Test

4000 Character Limit - You have used 4 Characters Add Attachments (0) Add Comments

Completing the pricing sheet (excel)

When a Bid pricing sheet is provided, the Bidder can manually populate on the platform (see below) or export the pricing sheet to an excel spreadsheet. In the example below two lines are filled with pricing in the Zycus platform table “1,000.00 and 500.00” when you save your work, you’ll note if you “export” the sheet the information will be in the spreadsheet as well.

Unit Cost Fixed Cost

Item Information				Baseline Costs [USD - US Dollar]	Demand Information			Pricing Information
Attachment(s)	Item No.	Item Name	Item Description	Target Price	Price Type	Est Qty	Qty	UOM
0 file(s)	1	Boiler Feedpump Steam Tu...	Mobilize/Demobilize	0,00	Bulk	1,00	1,00	UOM
0 file(s)	2	Boiler Feedpump Steam Tu...	Disassembly	0,00	Bulk	1,00	1,00	UOM
0 file(s)	3	Boiler Feedpump Steam Tu...	Clean/Inspect	0,00	Bulk	1,00	1,00	UOM
0 file(s)	4	Boiler Feedpump Steam Tu...	Reassembly**Tight Wire A...	0,00	Bulk	1,00	1,00	UOM
0 file(s)	5	Boiler Feedpump Steam Tu...	Tooling	0,00	Bulk	1,00	1,00	UOM

Export Lot to Excel Import Lot from Excel Showing Items 1 to 5 of 171 1

Back to Prepare Response Go Back to Top Save Go to Submit Response

If the spreadsheet is exported, it will save a copy to your downloads folder on your computer in this example, you’ll note “1410190446 Item...” is the downloaded pricing sheet.

Attachment(s)	Item No.	Item Name
0 file(s)	1	Boiler Feedpump Steam Tu...
0 file(s)	2	Boiler Feedpump Steam Tu...
0 file(s)	3	Boiler Feedpump Steam Tu...
0 file(s)	4	Boiler Feedpump Steam Tu...
0 file(s)	5	Boiler Feedpump Steam Tu...

Export Lot to Excel Import Lot from Excel

File Home Share View

Pin to Quick access Copy Paste Copy path Paste shortcut Move to Copy to Delete Rename New folder Easy access Properties History Select all Select none Invert selection

Clipboard Organize New Open Select

Quick access Desktop Downloads

1410190446_ItemTableTemplate_Section2.0 (2) 12/11/2020 4

1410242846-21 Solicitation (1) 12/11/2020 3

Next, the Bidder will open the document, populate pricing. When opening the spreadsheet, the Bidder will notice only the “unit price” and in the case of this bid, “percentage Discount” the white cells will be filled in (unprotected to allow the Bidder to populate the cells). Note, the \$1,000.00 and \$500.00 prices are in the sheet (which were populated online) Bidder may also note, since JEA is a public entity, (“Current Price”) / contract pricing may be public and provided for reference.

A1

<

Once pricing is populated, save the same version of the spreadsheet and close the file, **DO NOT** change the spreadsheet file name or file extension (it will cause the import back into Zycus to fail).

A		B		C		D		E		F		G		H		I		J		K		L	
Item Information				Baseline Costs		Demand Information				Price Information		Total Cost											
Attachment(s)	Item No.	Item Name	Item Description	Target Price	Price Type	Est Qty	Qty	UOM	Unit Price	Discount Percentage	Total Cost												
									Value	Value													
0 file(s)	1	Boiler Feedpump Steam Turbine (EACH)	Mobilize/Demobilize	0.00	Bulk	1.00	1.00	UOM	1,000.00	0.00	1,000.00												
0 file(s)	2	Boiler Feedpump Steam Turbine (EACH)	Disassembly	0.00	Bulk	1.00	1.00	UOM	500.00	0.00	500.00												
0 file(s)	3	Boiler Feedpump Steam Turbine (EACH)	Clean/Inspect Reassembly**Tight Wire Alignment is included in the reassembly pricing.	0.00	Bulk	1.00	1.00	UOM	800.00	5.00	800.00												
0 file(s)	4	Boiler Feedpump Steam Turbine (EACH)		0.00	Bulk	1.00	1.00	UOM	12.00	0.00	12.00												
0 file(s)	5	Boiler Feedpump Steam Turbine (EACH)	Tooling	0.00	Bulk	1.00	1.00	UOM	0.00	0.00	0.00												

When ready to upload the pricing sheet back on the platform, go back into the event and the same section where the spreadsheet was exported from and ‘Import’ the spreadsheet, then choose the file and upload.

Draft Export
Import Draft
Print
Buyer's Attachments 6
Upload Event Level Attachments(0)
Event Close Date Time: 12/15/2

Unit Cost
Fixed Cost

Item Information				Baseline Costs [USD - US Dollar]		Demand Information			
Attachment(s)	Item No.	Item Name	Item Description	Target Price	Price Type	Est Qty	Qty	UOM	
0 file(s)	1	Boiler Feedpump Steam Tu...				1,00	1,00	UOM	
0 file(s)	2	Boiler Feedpump Steam Tu...				1,00	1,00	UOM	
0 file(s)	3	Boiler Feedpump Steam Tu...				1,00	1,00	UOM	
0 file(s)	4	Boiler Feedpump Steam Tu...	Reassembly**Tight Wire A...	0,00	Bulk	1,00	1,00	UOM	
0 file(s)	5	Boiler Feedpump Steam Tu...	Tooling	0,00	Bulk	1,00	1,00	UOM	

Import existing Excel document

Choose File
No file chosen

Note: Please do not change the file extension manually.

Upload Cancel

Export Lot to Excel
Import Lot from Excel
Showing Items 1 to

Respond to each section of the Solicitation, once completed with each section, select “Save”. Each section has a red, yellow, green light code. Items will turn green once completed. Yellow and red lights mean there is additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.

Important: Kindly export the draft again in case the event has been paused and republished to fill the responses via excel import.

1 of 3 Service ...
Mandatory (0/0) Optional (1/1)

2 of 3 Invoicin ...
Mandatory (0/0) Optional (0/1)

3 of 3 Budgetar ...
Mandatory (0/1) Optional (0/3)

(*) Mandatory Questions Showing: All Questions Go

1.1
For its Telephony, Network, Internet & DDoS Services, JEA requires a service level agreement including but not limited to liquidated damages for failure to perform. Is this requirement a disqualifier for your ability to respond?

Test Response

2000 Character Limit - You have used 13 Characters Add Comments

Back to Prepare Response Go Back to Top Save Go to Submit Response

Once the required forms are uploaded and saved and once all sections are completed and green lit the User may select “Submit Response”.

Submitting questions during the Bid:

All questions must be submitted in writing or electronically on the eForum to the JEA Buyer listed below at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date will not be answered. Bidder Questions may be submitted via the Zycus Chat function in the associated bid under eForum or by emailing the purchasing agent listed below. Responses shall be issued by addendum and attached to the online procurement on the Zycus platform.

Event Name: Telephony, Network, Internet & DDoS Services

Refresh List | Edit Notification | New eForum

eForum Name	Description	Type	Message	Action
<div>New eForum</div> <div> <div>eForum Name *</div> <div>Questions for Telephoney RFI.</div> <div>226 characters left</div> </div> <div> <div>Description</div> <div>Test question for Telephony</div> <div>228 characters left</div> </div> <div> <div>Signature/Remarks</div> <div>Test Signature.</div> <div>1985 characters left</div> </div>				

Submitting an inquiry to the eForum section will send a communication to the buyer. Any comments or queries on the eForum are not Addendums to the Solicitation. Only Addendums issued and attached to the Solicitation under “Buyers Attachments” will be considered to be a formally approved change or clarification.

Submitting the Bid:

Submit Response

RFI Summary

Event Status: Open

Open Date: 10/12/2020 14:21

Close Date: 10/26/2020 17:00

Owner: Nickolas Dambrose

Contact: -

RFI Telephony Network Internet and DDoS Services.docx

Accepted

Accept Reject Download

Page 1 of 1

Other Attachments	Size	Uploaded On	Action
Pricing Template.xlsx	9 KB	10/06/2020 09:55	Download

Page 1 of 1

RFI Details (Sections:3 | Questions:6 | Items:0)

Expand All Sections

1.0 Service Level Agreement (Question:1 | Items:0)

2.0 Invoicing Practices (Question:1 | Items:0)

3.0 Budgetary Cost Estimates (Questions:4 | Items:0)

Respond to each section of the Solicitation, once completed with each section, select “Save”, you’ll note each section has a red, yellow, green light code. Items will turn green once completed. Yellow and red lights mean there is additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.

Important: Kindly export the draft again in case the event has been paused and republished to fill the responses via excel import.

1 of 3 Service ...
2 of 3 Invoicin ...
3 of 3 Budgetar ...

(*) Mandatory Questions Showing: All Questions Go

1.1
For its Telephony, Network, Internet & DDoS Services, JEA requires a service level agreement including but not limited to liquidated damages for failure to perform. Is this requirement a disqualifier for your ability to respond?

Test Response

2000 Character Limit - You have used 13 Characters Add Comments

Back to Prepare Response Go Back to Top Save Go to Submit Response

In most solicitations, JEA will provide technical specifications, pricing tables in excel which the Bidder will need to download. Additionally excel pricing tables may need to be uploaded once completed to complete a response section. Proposers can download the required attachments by selecting the “Buyers Attachments” icon

Buyer's Attachments 1
 Upload Event Level Attachments(0)

or by selecting the hyperlinks to download the documents.

Once the user has successfully completed the section, and selects “Go to Submit Response”, the user will note each section has a green light. Once all sections are green (completed), the user may submit the response. If the user attempts to Submit the Response without completing all sections, you’ll see the following error

Prepare Response

Submit Response
Submit responses of all sections in the event.

RFP Summary
Event Status: **Open**
Open Date: 10/20/2020 18:18
Close Date: 12/15/2020 12:00
Owner: Rodney Lovgren
Contact: -

Confirmation

Please save the following sections before submitting:
4.Past Performance Company Experience 30 Points
Press OK to edit pages missing mandatory data or Cancel to stay on this page

OK Cancel

All question(s) answered Optional question(s) not answered Mandatory question(s) not answered

1.0 ALL FORMS Status : OPEN Type : Question	Completion Status : 1/1 (Mandatory), 1/1 (Optional)	Prepare Response
2.0 Quotation of Rates 50 Points Status : OPEN Type : Pricing	Completion Status : Bid Ready for Submission Group Total Price : 2.313,00 USD - US Dollar	Prepare Response
3.0 Depth & Breadth of Equipment & Services 20 Points Status : OPEN Type : Question	Completion Status : 2/2 (Mandatory), 0/0 (Optional)	Prepare Response
4.0 Past Performance Company Experience 30 Points Status : OPEN Type : Question	Completion Status : 0/2 (Mandatory), 0/0 (Optional)	Prepare Response

Submit Response

Below is an example from the “Submit Response” section of the solicitation with a red light that is not complete.

Confirm Participation

Prepare Response

Submit Response
Submit responses of all sections in the event.

RFP Summary
Event Status: **Open**
Open Date: 10/20/2020 18:18
Close Date: 12/15/2020 12:00
Owner: Rodney Lovgren
Contact: -

All question(s) answered Optional question(s) not answered Mandatory question(s) not answered

1.0 ALL FORMS Status : OPEN Type : Question	Completion Status : 1/1 (Mandatory), 1/1 (Optional)	Prepare Response
2.0 Quotation of Rates 50 Points Status : OPEN Type : Pricing	Completion Status : Bid Ready for Submission Group Total Price : 2.313,00 USD - US Dollar	Prepare Response
3.0 Depth & Breadth of Equipment & Services 20 Points Status : OPEN Type : Question	Completion Status : 2/2 (Mandatory), 0/0 (Optional)	Prepare Response
4.0 Past Performance Company Experience 30 Points Status : OPEN Type : Question	Completion Status : 0/2 (Mandatory), 0/0 (Optional)	Prepare Response

Submit Response

Below is an example from the “Prepare Response” section of the solicitation with a red light (section not complete).

Once the required forms are uploaded and saved, the section light will turn green. Once all sections are completed and green lighted, the User may select “Submit Response”.

Once the user selects “Submit Response”, the user will receive a “Success” pop-up when submitted. Once, you submit the response, you’ll receive a success message as below.

Additionally, the email address used to submit the bid, will receive the following email message

File
Message
Acrobat
Tell me what you want to do...

Ignore
Delete
Reply
Reply All
Forward
IM
More

Create a task wi...
To Manager
Reply & Delete

New Meeting wi...
PLANT CONTAC...
Create New

** OLD EMAIL **
Done

Move
Rules
OneNote
Actions
Mark Unread

JEA_isource@zycus.com
Lovgren, Rodney D.

Supplier response received : 1410190446

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Dear Rodney Lovgren,

The supplier RODNEY LOVGREN (JEA ISUPPLIER TEST VENDOR) has submitted the response for the following event:

Event Name : RFP Turbine Maintenance, Repair, Overhaul Services

Please login into iSource application to view the supplier response.

OR

You can access the sourcing by event here: <https://dewdrops.zycus.com/isource/#/events/93510/view>

Zycus TECHNICAL SUPPORT

If you need assistance for the use of our Zycus iSource application please contact Zycus Technical Support by clicking the Techn

Regards,
Technical Support Team

Recalling a Previously submitted Bid:

Once submitted, users may recall and modify submitted documentation and submit updates or changes to responses until the Close Date and Time (Bid Due Date & Time).

Confirm Participation
View Responses
Submit Response

RFI Summary
Event Status: **Open**
Open Date: 10/12/2020 14:21
Close Date: 10/26/2020 17:00
Owner: Nickolas Dambrose
Contact: -

Submit responses of all sections in the event.

All question(s) answered
Optional question(s) not answered
Mandatory question(s) not answered

1.0 Service Level Agreement Status : OPEN Type : Question	Completion Status : (0/0 (Mandatory), 1/1 (Optional)) Submitted 10/16/2020 10:18	View Response
2.0 Invoicing Practices Status : OPEN Type : Question	Completion Status : (0/0 (Mandatory), 1/1 (Optional)) Submitted 10/16/2020 10:18	View Response
3.0 Budgetary Cost Estimates Status : OPEN Type : Question	Completion Status : (1/1 (Mandatory), 3/3 (Optional)) Submitted 10/16/2020 10:18	View Response

Recall Response

When recalling the following message will appear.

The screenshots show the Zycus iSource interface. The top screenshot displays an 'Information' dialog box with the message: "Your submission will be recalled and you will have to manually re-submit the response before event closes. Also, an email notification will be sent to Rodney Lovgren (lovgrd@jea.com). Do you want to continue?" with an 'OK' button. The bottom screenshot shows a 'Recall Response Reason' dialog box where the user has entered "Need to update the spreadsheet" and is about to click the 'Recall' button. The background shows the 'RFP Summary' and a list of questions with their status (OPEN, COMPLETED, etc.).

Once Recalled, the Bidder may modify any parts of the previously submitted response and resubmit as described above. Additionally, once the user has recalled the Bid, The Bidder will receive the following email.

The email is from JEA_ismource@zycus.com to Rodney D. Lovgren. The subject is "Supplier response recalled". The body contains a warning: "[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]". It then addresses Rodney Lovgren and states: "The supplier RODNEY LOVGREN (JEA ISUPPLIER TEST VENDOR) has recalled the response for event name : RFP Turbine Maintenance, Repair, Overhaul Services. Reason for recall entered by suppliers is: Event Id : 1410190446 Need to update the spreadsheet". It also provides technical support contact information and a sign-off from the Technical Support Team.

Once modifications are made, the Bidder will go back to the Submit the response process to confirm the resubmission.

All Responses or Bids shall be delivered electronically via the Zycus platform. An automated, detailed auditing system provides sealed Proposal integrity. Proposal remain sealed on the platform until the Close Date & Time (Due Date & Time).

The Proposer shall be solely responsible for delivery of its Proposal to the electronic Zycus platform.