March 17, 2015

Blue Cross and Blue Shield of Florida

RE: ITB-011-15/LM

Dear Sir/Madam:

On Tuesday, November 4, 2014, the School Board of Duval County Public Schools approved the award of bid ITB-011-15/LM – Excess Medical Loss Insurance. This is your official notification of bid award. This award is for the period date of award through December 31, 2019 with renewal options.

Purchase orders will be issued for these items as needed during the bid period. If you have any questions regarding this bid, please contact Mr. Mitchum at (904) 858-4859.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: Master Bid folder
## COVERAGE COSTS

<table>
<thead>
<tr>
<th></th>
<th>OPTION 1</th>
<th>OPTION 2</th>
<th>OPTION 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCBS OF FLORIDA</td>
<td>$2.62</td>
<td>$1.50</td>
<td>$1.46</td>
</tr>
<tr>
<td>SYMETRA LIFE</td>
<td>Non-responsive</td>
<td>Non-responsive</td>
<td>Non-responsive</td>
</tr>
<tr>
<td>VOYA FINANCIAL</td>
<td>$5.39</td>
<td>$4.70</td>
<td>$3.20</td>
</tr>
</tbody>
</table>

Recommended for Award =
Issue Date: September 19, 2014  
Buyer: Louis Mitchum  
Bid Title: Excess Medical Loss Insurance  
Term of Bid: DATE OF AWARD THROUGH DECEMBER 31, 2019  
Opening: Thursday, September 25th, 2014 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.  
Purpose: To answer in accordance with SC# 6.  
Question: Can you please provide a revised census in excel format that also includes zip codes in addition to all fields already listed?  
Answer: We are unable to provide this data at this time.
INVITATION TO BID

www.duvalschools.org/purchasing

September 8, 2014

Buyer: Louis Mitchum
Phone: 904-858-4859

Bid Number: ITB-011-15/LM
Bid Title: Excess Medical Loss Insurance

Term of Bid: DATE OF AWARD THROUGH DECEMBER 31, 2019
Opening: Thursday, September 25th, 2014 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: DCPS Purchasing Services / 4880 Bulls Bay Highway / Jacksonville FL 32219-3235

Special Requirements: None

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company’s principal place of business.

Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Bidder:
Mailing Address:
City, State, Zip Code:
Telephone: ________________ Toll Free: ________________ Fax: ________________
Email Address: ________________ Internet URL: ________________
Federal ID # or SS #: ________________ Duns #: ________________
If you are a certified minority, state certifying agency: __________________________________________

Payments will be made in accordance with Florida Statute 218.

Addenda ______ through _______ received. (if applicable)

Original Manual Signature of Authorized Representative: ________________________________
Printed/Typed Name of Authorized Representative: ________________________________
Title: ________________________________ Date: ________________________________
GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 26-08-107288-57C.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer’s name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand or model number) on which he/she is bidding, and shall supply a sample or sufficient descriptive data to be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID: a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked “Sample for Purchasing Services” and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items bid. All work shall be installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: all discounts to be included in bid price.

12. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.
CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

_____________________________  ______________________________
Signature                                        Company Name

_____________________________
Name of Official (Type or print)

_____________________________
Business Address

_____________________________
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________</td>
<td>__________________</td>
<td>_______________</td>
</tr>
<tr>
<td>______________</td>
<td>__________________</td>
<td>_______________</td>
</tr>
</tbody>
</table>

_____________________________  ______________________________
Signature                                        Company Name

_____________________________
Print Name of Certifying Official

_____________________________
Business Address

_____________________________
City, State, Zip Code
SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, Florida 32219. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder’s risk. Late bids are not considered and will be returned unopened. Official time, for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

******* NOTE *******

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled “Posting of Bid Recommendation”. Bid Tabulation will be posted on the web after contract award has been made.

www.duvalschools.org/purchasing or www.demandstar.com

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, Consolidated Services Center, 4880 Bulls Bay Highway, Jacksonville, FL 32219. Awarded vendors will receive an official Notification of Award letter after the Board has taken action.
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

________________________________________
VENDOR'S SIGNATURE/DATE

________________________________________
COMPANY NAME
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award or Project Name

Name

Title

Signature

Date
AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

1) Any actual or prospective bidder, proposer or Company who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support, or designee (hereinafter "Hearing Officer") immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

6) The Hearing Officer shall issue his/her decision within two (2) working days of the completion of the protest hearing.

7) The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

9) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.
NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
4880 Bulls Bay Highway
Jacksonville, Florida 32219

We are unable to submit a bid at this time due to the following reason(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Name of Firm:_________________________________________________________
Signature and Title:____________________________________________________
Street Address or P.O. Box:______________________________________________
City, State, Zip Code:___________________________________________________

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.
SPECIAL CONDITIONS

1. PURPOSE: Duval County Public Schools (DCPS or the District) is soliciting Bids for excess medical loss insurance effective January 1, 2015. The insurance services will be incorporated into the DCPS self-funded health plan. This Invitation To Bid (ITB) solicits offers for services as specified herein.

DCPS currently offers Blue Cross Blue Shield Florida (Florida Blue) health plan coverage on a self-funded basis to approximately 12,800 employees and retirees, covering nearly 18,500 members. The DCPS health plan currently includes pharmacy benefit services through Florida Blue’s pharmacy benefit manager, Prime Therapeutics.

The District currently has individual excess loss coverage through Symetra Life Insurance Company of America. Symetra has been providing the District’s individual excess insurance coverage since November 1, 2007 and was awarded the most recent excess loss insurance contract following an Invitation to Bid, and is in the final year of that contract.

The District shall select a Company to provide Excess Medical Loss Insurance as herein described for the District commencing from the day after award through December 31, 2019 (subject, however, to availability of lawfully appropriated funds for each District fiscal year).

2. RENEWAL: The Contract may thereafter be renewed for five (5) additional one(1) year renewals, on the same terms and conditions, at the sole discretion of the District.

3. AWARD: Will be to the lowest responsible responsive bidder.

4. BID EVALUATION PROCESS: Bids are initially reviewed for determination of compliance with submittal requirements as found in the bid instructions. Those bids that are non-compliant are removed from consideration and are not included on the bid tabulation. Examples of non-compliant bids are: bids that do not bear the signature of an individual authorized to obligate on behalf of the company; bids submitted with line items corrected by the use of correction fluid (only the corrected items are considered non-compliant); bids submitted with line items that are correct but not initialed by the originator (only the corrected items are considered non-compliant); any bid submitted that contains a material deviation from the bid submittal instructions.

Tabulated bids are then evaluated on the basis of price. The lowest price bid will be evaluated to determine responsiveness. If the bid is responsive, it will be recommended for award. If the bid is not responsive, it will not be recommended for award and the next lowest price bid will be evaluated to determine responsiveness. This process will continue in succession until the lowest responsive bid is evaluated and is recommended for award. If the bid contains multiple items that are to be awarded independently, this process is completed for each item in the bid.

5. POSTING OF BID RECOMMENDATION: Recommendation for Award will be posted in Purchasing Services on or about September 29th, 2014 and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.

6. QUESTIONS: Any questions and/or request for additional information should be directed to Louis Mitchum, in Purchasing Services, via email at mitchuml@duvalschools.org placing this bid number (ITB-011-15/LM) in the subject header. Deadline for questions shall be 2:00 p.m. EST on September 15th, 2014. Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.
7. **EX PARTE COMMUNICATION:** Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this ITB with District personnel involved with or related to this ITB, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders’ bid.

Ex parte communication (whether verbal or written) by any potential Bidders or representative of any potential Bidders to this ITB with District Board members is also prohibited and will result in the disqualification of the Bidders.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinary course of business concerning the District’s existing contract(s) for the materials or services addressed in this ITB (but in no event shall any existing vendor intending to submit a bid initiate communications to any member(s) of the Duval County School Board; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

8. **ALTERNATE OR CONTINGENT OFFERS:** Each respondent shall only submit a single offer as a part of its proposal, and shall adhere to the requirements and scope as described in this document. Submittal of an alternate offer or an offer that includes contingencies that must be met by the District in order for the proposing firm to accept a contract may be deemed nonresponsive and may cause the proposal to not be eligible for evaluation or consideration for award.

9. **IMPLIED SERVICES:** If any services, functions or responsibilities not specifically described in this ITB are necessary for the proper performance and provision of the Provider Services, the shall be deemed to be implied by and included within the scope of the services to the same extent and in the same manner as if specifically described herein.

10. **FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:** Bidders should become familiar with any local conditions which may, in any manner, affect their Bid. The Bidders(s) is/are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the Bid pricing. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a Bid shall constitute acknowledgement by the Bidder that he or she is familiar with all conditions. The failure to familiarize himself or herself with the conditions and requirements shall in no way relieve him or her from any obligations with respect to the Bid.

11. **JESSICA LUNSFORD ACT (when applicable):** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at [www.duval.sofn.net](http://www.duval.sofn.net)) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.
12. **FEDERAL AND STATE TAX:** The District is exempt from federal and state taxes for tangible personal property. The Company doing business with the District will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor will any Company be authorized to use the District’s Tax Exemption Number in securing such materials.

13. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** The Company shall, in addition to any other obligation to indemnify the Duval County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Company.

Any costs or expenses, including attorney’s fees, incurred by the District to enforce this agreement shall be borne by the Company.

The Company recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida.

This article will survive the termination of the Contract.

14. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:** The Contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Company without prior written consent of the District in its sole discretion.

15. **AGREEMENT:** This document, the Bid, the insurance contract, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Company and the District.

16. **FORCE MAJEURE:** No party shall be liable for failure to perform, in whole or part, its obligations under the contract if such failure is caused by any event or condition, not existing as of the date of the Contract and not reasonably within the control of the affected party, including without limitation, by fire, flood, typhoon, earthquake, explosion, strikes, labor trouble or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terrorism, sabotage, embargoes, blockades, acts of State or governmental action, legal or regulatory restrictions, riots, insurrections, or any other cause beyond the control of the parties.

17. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.

18. **DISPUTES:** Any Bidder who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support (formerly known as Associate Superintendent of Business Services), or designee (hereinafter “Hearing Officer”), but no later than two (2) working days after RFP opening or after recommendation of award, if not to the apparent low Bidders, which will initiate the 48-hour notice requirement.

The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. (EDT) on the fourth (4th) calendar day immediately following the ITB opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. (EDT) on the next District work day. Protests shall be
presented with specificity, and every issue shall be fully documented.

The legal basis for any relief sought must be clearly identified and explained in the written notice of protest. The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

All Bidders shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

The Hearing Officer shall issue his/her decision on or before two (2) working days of the completion of the protest hearing.

The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final. The District does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any Bidders utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.

Notwithstanding anything to the contrary, any specification objection shall be generally treated as set forth in this paragraph, except that the operative date for the notice requirement shall be the date the specifications were obtained by the Bidder.

19. **DISCLAIMER:** Except as expressly set forth in this ITB, all figures presented herein (i.e. times, rates, quantities, etc.) are for evaluative purposes only and are not deemed to be a direction to Bidders, nor a representation/warranty by the District.

20. **TERMINATION, SUSPENSION, AND REMEDIES:** The District, reserves the right to terminate any contract resulting from this ITB, at any time and for any reason each year, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Company(s) that amount of the contract actually performed to the date termination.

The provisions of this section will not apply if the Contract is terminated by the Company based on an uncured event of default by the District as set forth in this ITB.
21. **PUBLIC RECORD LAW; AUDIT / RECORDS RETENTION:** It shall be the sole responsibility of the awarded Company to comply with all requirements of Chapter 119 regarding documents received or generated in direct relationship to any contract awarded by the District. Pursuant to Florida Statutes Chapter 119, paragraph (m), Bids received as a result of this ITB will not become public record until ten (10) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Bidders in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its Bid is exempt or confidential from disclosure under Florida’s public records, the burden shall be on the Bid to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida’s public records laws and also timely provide a certified copy of such protective order to the District prior to the District’s release of such information into the public domain.

DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Company, including, but not limited to those kept by Company, its employees, agents, assigns, successors and sub-Companies. Company shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, Company or other designees, during normal business hours at Company’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

22. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.

23. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Company, supplier, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Company will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Contract.
24. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of Company to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

25. **LEGAL REQUIREMENTS:** It shall be the responsibility of the Company to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the terms covered herein which may apply. Lack of knowledge by the Company will in no way be a cause for relief from responsibility.

Company(s) doing business with the District is prohibited from harassing, sexually harassing and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates or pay or other compensation methods, and training selection.

Bidders affirm by submitting their Bids that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

26. **REPRESENTATIONS AND WARRANTIES:** The Company warrants that it is a duly formed business entity duly organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Contract in the State of Florida. The Company agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this ITB and the resulting Contract whether or not specified in the Contract and Exhibit(s).

Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.

Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

27. **MISCELLANEOUS:** The Contract to awarded pursuant to this ITB shall further governed by the following:

This ITB and any Contract resulting there from shall be interpreted and enforced in accordance with the laws of Florida, where applicable and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

Except for the provisions requiring Company to pay the District’s reasonable attorneys’ fees and costs for any matter arising under the Indemnification/Hold Harmless Section of the ITB (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys’ fees and costs.
Should any provision of the Contract be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Contract shall remain valid and in full force and effect.

The Contract may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

Any Article and Section headings and the table of contents (if applicable) used herein are for reference and convenience only and shall not enter into the interpretation hereof.

The Company is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture.

Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract, including those provisions relating to the obligations of Company in connection with the Transition Assistance, shall survive any termination or expiration of the Contract and continue in full force and effect.

All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release.

Time is of the essence in the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

Priority of documents (in case of any conflict among the ITB, the Bid and the insurance policy, the contract, the priority shall be to the insurance policy first, any addenda released for this ITB second, the ITB third and the Bid last. Any exceptions to the ITB made by Bidder are not accepted unless affirmatively agreed to in writing by the District.

Failure by either party to insist upon strict performance any of the provisions hereof or failure or delay by either party exercising any rights or remedies provided herein or by law, the payment in whole or in part for services hereunder or any purported oral modification or rescission of the Contract by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party’s rights or remedies under the Contract or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of either of the parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in the Contract. 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.

28. **INSURANCE:**

1. **Professional Liability.** The professional liability insurance provided by the VENDOR/COMPANY shall conform to the requirements hereinafter set forth:

   (a) The professional liability insurance shall be for a minimum aggregate amount of $5 million and on a form acceptable to DCPS and shall apply to those claims which arise out of Services performed by or on behalf of the VENDOR/CONTRACTOR pursuant to this Agreement which are first reported to the VENDOR/COMPANY within four years after the expiration or termination of this Agreement.

   (b) The VENDOR/COMPANY shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

A. **Evidence of Insurance.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/COMPANY shall provide evidence of such insurance in the following manner:

   1. As evidence of compliance with the required Commercial General Liability, and Professional Liability, the VENDOR/COMPANY shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall provide that DCPS shall be given no less than thirty (30) days’ written notice prior to cancellation.

   2. policies which are not relevant to the insurance required under this Agreement.

C. **Qualification of the VENDOR/COMPANY’s Insurers**

   1. Insurers providing the insurance required by this Agreement for the VENDOR/COMPANYS must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) an eligible surplus lines insurer under Florida Statutes.

   2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

   3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/COMPANY has knowledge of any such failure, the VENDOR/COMPANY shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/COMPANY has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/COMPANY shall be in default of this Agreement.

D. **The VENDOR/COMPANY’s Insurance Primary and Non-Contributory.** The insurance provided by the VENDOR/COMPANY pursuant to this Agreement shall apply on a primary basis to,
and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS’s member, official, officer or employee.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/LAND COMPANY shall relieve the VENDOR/LAND COMPANY of the VENDOR/LAND COMPANY’s full responsibility to provide the insurance as required by this Agreement.

**NOTICE:** Proof of the above required insurances must be provided by the VENDOR/LAND COMPANY prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/LAND COMPANY.
BACKGROUND INFORMATION:

DCPS is in the eighth year of offering the Florida Blue health plan coverage to active employees, COBRA participants, and retirees. All medical, pharmacy, and behavioral health services are currently provided under the Florida Blue plans. The current specific stop loss insurance threshold for DCPS is $650,000 annually and pharmacy claims are included. Coverage has been provided by Symetra Life Insurance Company since DCPS became self-funded on October 1, 2007. The Employee Assistance Program is provided by Health Advocate.

DCPS also offers the United Healthcare Medicare Supplement Plans and an EGWP Medicare Pharmacy plan. All retirees eligible for Medicare are offered these plans as the DCPS sponsored plans; no retirees eligible for Medicare are on the Florida Blue active employee plans. Participants enrolled in these plans are not included in the enrollment information.

Information on the DCPS Health Plans are found in this ITB under the following Attachments:
Attachment 1. Benefit Booklets of the Plans
Attachment 2 DCPS Premium and Contributions Structure
Attachment 3 DCPS Census
Attachment 4 Large Claims History

SUMMARY OF HEALTH PLAN OPTIONS
2015 Plan Year

<table>
<thead>
<tr>
<th>BENEFIT CATEGORY</th>
<th>DCPS Contributory Plan (No In-network Deductible)</th>
<th>DCPS Non-Contributory Plan (Low Deductible)</th>
<th>DCPS HDHP (High Deductible Health Plan)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOSPITAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-Network (Network Blue)</td>
<td>80% Coins CYD + 50% Coins</td>
<td>CYD + 75% Coins CYD + 50% Coins</td>
<td>CYD + 75% Coins CYD + 50% Coins</td>
</tr>
<tr>
<td>Out-of-Network</td>
<td>CYD + 50% Coins CYD + 50% Coins CYD + 50% Coins CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out-of-State</td>
<td>80% Coins CYD + 50% Coins CYD + 50% Coins CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-Network</td>
<td>CYD + 50% Coins CYD + 50% Coins CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out-of-Network</td>
<td>CYD + 50% Coins CYD + 50% Coins CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient Hospital Facility</td>
<td>80% Coins CYD + 50% Coins</td>
<td>$250 Co-pay CYD + 50% Coins</td>
<td>CYD + 75% Coins CYD + 50% Coins</td>
</tr>
<tr>
<td>In-Network</td>
<td>CYD + 50% Coins CYD + 50% Coins CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out-of-Network</td>
<td>CYD + 50% Coins CYD + 50% Coins CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$250 Co-pay CYD + 50% Coins CYD + 50% Coins CYD + 75% Coins CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-Network</td>
<td>CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out-of-Network</td>
<td>CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANCILLARY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urgent Care Center</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-Network</td>
<td>$35 Co-pay CYD + 50% Coins CYD + 50% Coins CYD + 80% Coins CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out-of-Network</td>
<td>$35 Co-pay CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ambulatory Surgical Center Facility</td>
<td>80% Coins CYD + 50% Coins</td>
<td>$150 Co-pay CYD + 50% Coins</td>
<td>CYD + 80% Coins CYD + 50% Coins</td>
</tr>
<tr>
<td>In-Network</td>
<td>CYD + 50% Coins CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out-of-Network</td>
<td>CYD + 50% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent Diagnostic Testing Facility (X-Ray / Imaging)</td>
<td>$35 Co-pay CYD + 80% Coins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-Network</td>
<td>$80 Co-pay</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out-of-Network</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Service</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Clinical Lab</td>
<td>$0</td>
<td>CYD + 50% Coins</td>
<td>$0</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
</tr>
<tr>
<td>Mammograms</td>
<td>$0</td>
<td>CYD + 50% Coins</td>
<td>$0</td>
<td>CYD + 50% Coins</td>
<td>$0</td>
</tr>
</tbody>
</table>

### PHYSICIAN

#### Office Services

<table>
<thead>
<tr>
<th>Service</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Network Family Physician</td>
<td>$15 Co-pay</td>
<td>CYD + 50% Coins</td>
<td>$15 Co-pay</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
</tr>
<tr>
<td>In-Network Specialist</td>
<td>$35 Co-pay</td>
<td>CYD + 50% Coins</td>
<td>$35 Co-pay</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
</tr>
<tr>
<td>Out-of-Network</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
</tr>
</tbody>
</table>

#### Routine Physicals

<table>
<thead>
<tr>
<th>Service</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Network</td>
<td>$0 Co-pay</td>
<td>CYD + 50% Coins</td>
<td>$0 Co-pay</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
</tr>
<tr>
<td>Out-of-Network</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
</tr>
</tbody>
</table>

#### Physician Services Other than Office

<table>
<thead>
<tr>
<th>Service</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Network Family Physician</td>
<td>$15 Co-pay</td>
<td>CYD + 80% Coins</td>
<td>CYD + 80% Coins</td>
<td>CYD + 80% Coins</td>
<td>CYD + 80% Coins</td>
</tr>
<tr>
<td>In-Network Specialist</td>
<td>$35 Co-pay</td>
<td>CYD + 80% Coins</td>
<td>CYD + 80% Coins</td>
<td>CYD + 80% Coins</td>
<td>CYD + 80% Coins</td>
</tr>
<tr>
<td>Out-of-Network Physician/Specialist</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
<td>CYD + 50% Coins</td>
</tr>
</tbody>
</table>

### PRESCRIPTION DRUGS

#### Retail

<table>
<thead>
<tr>
<th>Type</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic Drugs</td>
<td>$7 Co-pay</td>
<td>CYD + $7 Co-pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preferred Brand Drugs</td>
<td>$25 Co-pay</td>
<td>CYD + $25 Co-pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Preferred Brand Drugs</td>
<td>$40 Co-pay</td>
<td>CYD + $40 Co-pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialty Injectables</td>
<td>$55 Co-pay</td>
<td>CYD + $55 Co-pay</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Mail Order

<table>
<thead>
<tr>
<th>Type</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 x Retail</td>
<td>$7 Co-pay</td>
<td>CYD + $7 Co-pay</td>
<td>$7 Co-pay</td>
<td>$7 Co-pay</td>
<td>$7 Co-pay</td>
</tr>
</tbody>
</table>

### DED / COINS / OOP

#### Calendar Year Deductible (CYD)

<table>
<thead>
<tr>
<th>Type</th>
<th>Single/Family</th>
<th>Single/Family</th>
<th>Single/Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Network (INN)</td>
<td>$0/$0</td>
<td>$500/$1,000</td>
<td>$1,300/$2,600</td>
</tr>
<tr>
<td>Out-of-Network (OON)</td>
<td>$500/$1,000</td>
<td>$1,000/$2,000</td>
<td>$2,600/$5,200</td>
</tr>
</tbody>
</table>

#### Coinsurance (Coins)

<table>
<thead>
<tr>
<th>Type</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
<th>CYD + 50% Coins</th>
</tr>
</thead>
<tbody>
<tr>
<td>80% Coins</td>
<td>75% Inpatient /</td>
<td>75% Inpatient /</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50% Coins</td>
<td>80% All others /</td>
<td>80% All others /</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Out-of-Pocket Maximum (OOP)

<table>
<thead>
<tr>
<th>Type</th>
<th>Single/Family</th>
<th>Single/Family</th>
<th>Single/Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Network (Network Blue)</td>
<td>$2,500/$5,000</td>
<td>$4,000/$8,000</td>
<td>$5,000/$10,000</td>
</tr>
<tr>
<td>Out-of-Network</td>
<td>$3,250/$6,500</td>
<td>$6,000/$12,000</td>
<td>$10,000/$20,000</td>
</tr>
</tbody>
</table>
## 2015 BI-WEEKLY CONTRIBUTION RATES

### DCPS Non-Contributory Plan Rates

DCPS Non-Contributory Plan Rates apply to employees represented by the following Bargaining Units and Non-Bargaining Group:

- Administrative, AFSCME, Exempt, FOP, IBEW, JSA, LIUNA, Maintenance, Paraprofessionals, Teachers, UOPD

<table>
<thead>
<tr>
<th>Coverage Tier Levels</th>
<th>Employee 20-Pay</th>
<th>Employee 24-Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Employee &amp; Spouse</td>
<td>$239.28</td>
<td>$199.40</td>
</tr>
<tr>
<td>Employee &amp; Child(ren)</td>
<td>$171.29</td>
<td>$142.74</td>
</tr>
<tr>
<td>Employee &amp; Family</td>
<td>$471.23</td>
<td>$392.70</td>
</tr>
</tbody>
</table>

*Medical FSA/ myFBMC Cardsm

Employee Contributions Only

### DCPS Contributory Plan Rates

DCPS Contributory Rates apply to employees represented by the following Bargaining Unit and Non-Bargaining Group:

- Administrative, AFSCME, Exempt, FOP, IBEW, JSA, LIUNA, Maintenance, Paraprofessionals, Teachers, UOPD

<table>
<thead>
<tr>
<th>Coverage Tier Levels</th>
<th>Employee 20-Deductions</th>
<th>Employee 24-Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$58.30</td>
<td>$48.58</td>
</tr>
<tr>
<td>Employee &amp; Spouse</td>
<td>$337.49</td>
<td>$281.24</td>
</tr>
<tr>
<td>Employee &amp; Child(ren)</td>
<td>$263.07</td>
<td>$219.23</td>
</tr>
<tr>
<td>Employee &amp; Family</td>
<td>$591.34</td>
<td>$492.79</td>
</tr>
</tbody>
</table>

*Medical FSA/ myFBMC Cardsm

Employer Contributions:

- $450-Individual or $750-Dep/Family

### DCPS High Deductible Health Plan (HDHP)

DCPS HDHP Rates apply to employees represented by the following Bargaining Units and Non-Bargaining Group:

- Administrative, Exempt, FOP, IBEW, JSA, LIUNA, Maintenance

<table>
<thead>
<tr>
<th>Coverage Tier Levels</th>
<th>Employee 20-Pay</th>
<th>Employee 24-Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Employee &amp; Spouse</td>
<td>$215.66</td>
<td>$179.72</td>
</tr>
<tr>
<td>Employee &amp; Child(ren)</td>
<td>$153.75</td>
<td>$128.13</td>
</tr>
<tr>
<td>Employee &amp; Family</td>
<td>$426.86</td>
<td>$355.71</td>
</tr>
</tbody>
</table>

*Medical FSA/ myFBMC Cardsm

Not Available

*Health Savings Account

Employer Contribution: $678.52
The District currently has individual excess loss coverage through Symetra Life Insurance Company of America. Symetra has been providing the District’s individual excess loss insurance coverage since November 1, 2007 and was awarded the most recent excess loss insurance contract following an Invitation to Bid, and is in the fifth and final year of that contract.

**CURRENT PLAN DESIGN:**

Outlined below is the benefit plan design that applies.

<table>
<thead>
<tr>
<th>Individual Excess Loss Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
</tr>
<tr>
<td>Individual Deductible</td>
</tr>
<tr>
<td>Aggregate Individual Pooling Amount</td>
</tr>
<tr>
<td>Annual Maximum</td>
</tr>
<tr>
<td>Covered Expenses</td>
</tr>
<tr>
<td>ASO Carrier</td>
</tr>
</tbody>
</table>

**INDIVIDUAL EXCESS LOSS INSURANCE RATES:**

The current monthly composite rate is $2.50 per subscriber contract.
The following information outlines specific mandatory qualifications that are to be met. Companies will be evaluated on confirmation of meeting the Scope of Services standards as outlined.

**MANDATORY FEATURES:**

The Company agrees to the terms as specified in the ITB.

The Company has issued medical excess loss insurance policies for at least the past five (5) years.

The Company has acknowledged and has provided evidence of a minimum A or above financial strength rating by the A.M. Best agency, effective September 15, 2014. Ratings of A- are not sufficient.

The Company must be HIPPA compliant including applicable security and data confidentiality requirements, including HITECH.

The Company recognizes Blue Cross Blue Shield of Florida and Prime Therapeutics as an approved claims administrator.

The Company agrees that all eligible members of the DCPS health plan, as identified in the Benefits Booklet, will be included in the excess loss insurance policy of your Company.

The Company agrees with the BCBS definition of "Eligible Expenses" in the Benefits Booklet.

The Company agrees to accept the DCPS health plan benefit covered services, found in the Benefits Booklet.

The Company agrees to accept the DCPS health plan limitations and exclusions terms including the definition of terms found in the Benefits Booklet.

The Company agrees to accept Right of Recovery/Subrogation provision found in the DCPS health plan.

The Company agrees to name FBMC Benefits Management as an agent at a level 10% commission.

The Company agrees to monthly self-billing by DCPS for the premium due.

The Company agrees that the medical excess loss insurance premium proposal for the 2015 Plan Year is guaranteed based on the benefit and claims information provided with this ITB and not subject to additional claims information.

The Company agrees to provide guaranteed premium renewals no later than October 20 of each year.

The Company agrees that eligible clean claims will be processed and sent to DCPS within 30 days of receipt.

The Company agrees to include medical and pharmacy claims in the contract.
The Company shall provide guaranteed premium rates that are competitive in the marketplace.

The Company agrees to provide preliminary premium renewals for each year of the contract by September 25 and guaranteed renewals no later than October 25 of each year.

The Company agrees to modify the Excess Loss Insurance coverage at renewals to meet the needs of the District if requested. Coverage changes may include but will not be limited to: increased deductibles; corridor deductibles in addition to specific deductibles; modification of claims covered; annual maximums; and changes in claims contract period.

Outlined below is the benefit plan design requested.

<table>
<thead>
<tr>
<th>Individual Excess Loss Insurance</th>
<th>Option 1 Current</th>
<th>Option 2</th>
<th>Option 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
<td>PAID</td>
<td>PAID</td>
<td>PAID</td>
</tr>
<tr>
<td>Individual Deductible</td>
<td>$650,000</td>
<td>$750,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate Individual Pooling Amount</td>
<td>$500,000</td>
<td>$500,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Reimbursement Factor</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Annual Maximum</td>
<td>$5.0 million</td>
<td>$5.0 million</td>
<td>$5.0 million</td>
</tr>
<tr>
<td>Covered Expenses</td>
<td>Medical and Pharmacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASO Carrier</td>
<td>Blue Cross and Blue Shield of Florida, including Prime Therapeutics for pharmacy</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**PREPARATION AND SUBMISSION REQUIREMENTS:**

Responses not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

All responses to the ITB must be received no later than 2:00 p.m. (Eastern Time), on September 25, 2014. If a response is transmitted by US Mail or other delivery medium, the Company(s) will be responsible for its timely delivery to Purchasing Services, 4880 Bulls Bay Highway, Jacksonville FL 32219-3235. Any response received after the stated time and date or at other location will not be considered and should be returned unopened to the Company(s) after the evaluation.

One manually signed original, three (3) exact photocopies and one (1) CD-ROM, of the complete ITB response must be sealed in a single envelope and clearly marked, "RESPONSE TO REQUEST FOR Individual Excess Loss Insurance" on the outside of the package.

All responses must bear the signature of an officer or employee having authority to legally bind the responding firms. Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are unacceptable.

**NOTE:** It is the sole responsibility of each respondent to assure all copies are identical to the original, including any supplemental information. The original document will be used solely for official record keeping and auditing purposes.

Responses not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the DISTRICT.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of ninety (90) days, to provide the District ample time to award the Contract for the services specified in the proposal and this ITB.
INFORMATION TO BE INCLUDED IN RESPONSE:

The following information shall be submitted with your response. Failure to submit this information in its entirety will negatively impact the evaluation of your response.

The determination of whether or not a respondent is qualified to participate in the next phase of solicitation will be based on this information.

1. Mandatory Features – Form 1
2. Services to be Provided Form 2
3. Bid – Form

Do not alter the Forms. Respond as briefly as possible, answering only the question asked.
Individual Excess Loss Insurance  
Effective January 1, 2015

FORM 1  
Mandatory Features Checklist

“Mandatory Features” must be agreed upon before further consideration will be given. Below is a checklist to ensure that the Company understands and confirms that all “Mandatory Features” are contained within your Company’s Invitation to Bid response. If the stated feature is included as requested, check “Yes”. If the stated feature is not included, check “No”.

**IMPORTANT NOTE:** YOUR RESPONSE WILL BE REMOVED FROM CONSIDERATION IF ANY FEATURE INDICATES A “NO” CHECK.

<table>
<thead>
<tr>
<th>Mandatory Features Checklist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Feature</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Company has issued medical excess loss insurance policies for at least the past five (5) years.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Company has acknowledged and has provided evidence of a minimum A or above financial strength rating by the A.M. Best agency, effective September 15, 2014. Ratings of A- are not sufficient</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Company recognizes Blue Cross Blue Shield of Florida and Prime Therapeutics as an approved claims administrator.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Company agrees that all eligible members of the DCPS health plan, as identified in the Benefits Booklets, will be included in the excess loss insurance policy of your Company.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Company agrees that the medical excess loss insurance premium proposal for the 2015 Plan Year is guaranteed based on the benefit and claims information provided with this ITB and not subject to additional claims information.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Company agrees to include medical and pharmacy claims in the contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Company must be HIPAA compliant including applicable security and data confidentiality requirements, including HITECH.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I authorize that the responses herein are accurate.

Name of Company

Signature

Printed Name/Title

Date
Below is a checklist to ensure that the Company understands and confirms that the “Services to be Provided” are contained within your Company’s Invitation to Bid response. If the stated feature is included as requested, check “Yes”. If the stated feature is not included, check “No”. Explain any deviations or clarifications to your response.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Feature</th>
<th>Yes</th>
<th>No</th>
<th>Deviation/Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Company agrees that all eligible members of the DCPS health plan, as identified in the Benefits Booklets, will be included in the excess loss insurance policy of your Company.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Company agrees with the BCBS definition of &quot;Eligible Expenses&quot; in the Benefits Booklet.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Company agrees to accept the DCPS health plan benefit covered services, found in the Benefits Booklet.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Company agrees to accept the DCPS health plan limitations and exclusions terms including the definition of terms found in the Benefits Booklet.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Company agrees to accept Right of Recovery/Subrogation provision found in the DCPS health plan.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Company agrees to name FBMC Benefits Management as an agent at a level 10% commission.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Company agrees to monthly self-billing by DCPS for the premium due.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Company agrees to provide renewals by September 25 each year and guaranteed premium renewals no later than October 25 of each year.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Company agrees that eligible clean claims will be processed and sent to DCPS within 30 days of receipt.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Services to be Provided Checklist

<table>
<thead>
<tr>
<th>Feature</th>
<th>Yes</th>
<th>No</th>
<th>Deviation/Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Company agrees to modify the Excess Loss Insurance coverage at renewals to meet the needs of the District if requested. Coverage changes may include but will not be limited to: increased deductibles; corridor deductibles in addition to specific deductibles; modification of claims covered; annual maximums; and changes in claims contract period.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Company agrees to comply with the terms as outlined in the Invitation to Bid</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I authorize that the responses herein are accurate.

______________________________
Name of Company

______________________________
Signature

______________________________
Printed Name/Title

______________________________
Date
BID PROPOSAL FORM

Name of Bidder: _______________________________

The premium Bids for Plan Year 2015 are to be guaranteed. Use the "Subscriber" count and a composite premium rate for Employees and Families, to calculate the monthly premium.

<table>
<thead>
<tr>
<th></th>
<th>Contracts</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees</td>
<td>10,848</td>
<td>10,848</td>
</tr>
<tr>
<td>Families</td>
<td>3,948</td>
<td>10,735</td>
</tr>
<tr>
<td>Total</td>
<td>14,796</td>
<td>21,583</td>
</tr>
</tbody>
</table>

Costing Options

<table>
<thead>
<tr>
<th></th>
<th>Plan year 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Benefits</td>
<td>Current</td>
</tr>
<tr>
<td>Coverage</td>
<td>Medical and Rx</td>
</tr>
<tr>
<td>Specific Benefit Deductible</td>
<td>$650,000</td>
</tr>
<tr>
<td>Aggregate/Corridor Deductible</td>
<td>$397,000</td>
</tr>
<tr>
<td>Annual Maximum</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Lifetime Maximum/Member</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Benefit Contract Basis</td>
<td>PAID</td>
</tr>
<tr>
<td>Subscribers</td>
<td>12,016</td>
</tr>
<tr>
<td>Composite Rate PSPM</td>
<td>$2.50</td>
</tr>
<tr>
<td>Total Monthly Premium</td>
<td>$40,837</td>
</tr>
<tr>
<td>Total Annual Premium</td>
<td>$490,044</td>
</tr>
</tbody>
</table>

As an officer of the Company, I certify that the information contained in our worksheet is accurate, and our company will be bound by the contents of our Bid.

Signature: _____________________________ Date: ______________________

Name: ________________________________ Title: _____________________
(Printed)