

## School Board of Leon County, Florida District Term Contract DTC-24-1028

#### **Group Health Insurance**

This Contract is between the School Board of Leon County, a public school district within Leon County, Florida, with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and Blue Cross Blue Shield of Florida, Inc. d/b/a Florida Blue, (Contractor) located at 2140 Centerville Road, Tallahassee, Florida, 32308. The District and Contractor are collectively referred to herein as "Parties" and individually as a "Party." All capitalized terms shall have the meaning assigned to them in the Contract unless otherwise defined here.

The Contractor responded to the District's Invitation to Negotiate (ITN) No. ITN 506-2023, Group Health Insurance. The District has accepted the Contractor's Request for Best and Final Offers and enters into this Contract in accordance with the terms and conditions of ITN 506-2023, Group Health Insurance.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

## I. Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined in ITN 506-2023, Group Health Insurance, all Addenda which are referenced and incorporated herein. The Contractor's proposal and request for best and final offers are attached as Exhibits B and C.

#### II. Contract Term

The initial term of the Contract is for three (3) years. The initial Contract term shall begin on April 24, 2024, or on the last date on which it is signed by all Parties, whichever is later.

#### III. Renewal Terms

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, at the renewal pricing specified in the Contractor's original submission, upon mutual agreement of the Parties as set forth in the Contract.

#### IV. Contract

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form part of this Contract. The Contract has the following Exhibits:

- 1. Exhibit A: ITN 506-2023 Group Health Insurance
- 2. Exhibit B: Vendor Response to ITN 506-2023 Group Health Insurance

3. Exhibit C: Vendor Best and Final Offer to ITN 506-2023 Group Health Insurance

In case of conflict, the documents shall have priority in the order listed:

- 1. The District Term Contract
- 2. Exhibit A: The District's ITN 506-2023 Group Health Insurance and all addenda
- 3. Exhibit C: Vendor Best and Final Offer to ITN 506-2023 Group Health Insurance
- 4. Exhibit B: Vendor Response to ITN 506-2023 Group Health Insurance

#### **Amendments** $V_{-}$

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract, which alter the definition of the services, shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

#### **Contract Notices** VI.

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

## VII. Contract Management

The District employee who is primarily responsible for maintaining the Contract Administration file is:

Shelly Kelley, Contract Administrator Office of the General Counsel **Leon County Schools** 3397 West Tharpe Street Tallahassee, FL 32303 Telephone (850) 488-1206 Email: kelleys2@leonschools.net

The District's Contract Manager is:

Pam Faulkner. Benefits Director Leon County Schools Human Resources 2757 West Pensacola Street Tallahassee, Fl 32304 Telephone: 850-487-7150

Email: faulknerp@leonschools.net

The District may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

**Primary Contact:** 

Dave Sanna, Strategic Account Executive Florida Blue 2190 Airport Blvd., Suite 3000 Pensacola, Florida 32504 Telephone: (850) 207-1462

Email: David.sanna@bcbsfl.com

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s), above. It will be the designated contact person's responsibility to coordinate with necessary District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager or designee, if a new employee is designated as the contact person for this Contract.

### VIII. Termination

#### A. Termination for Convenience

This Contract may be terminated by either Party at will upon no less than 30 calendar days written notice unless a shorter period of time is mutually agreed upon by both Parties. The Board's sole obligation shall be to reimburse the Contractor for those goods or services shipped and accepted by the Board up to the date of termination, and costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the Board and which are not standard products of the Contractor, as of the date of termination. In no event shall the Board be responsible for the loss of anticipated profit. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in person with proof of delivery.

#### B. <u>Termination for Cause</u>

If a breach of this Contract occurs by the Contractor, the District may terminate the Contract for cause. The District choose to provide, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 calendar days upon written notice of the deficiency by the District. Any breach of this Contract, which is still left uncured by the Contractor after the District has elected to provide 30 calendar days to cure (remedy) the breach, may result in the District's termination of this Contract upon 24 hours written notice by the District. If the District does not elect to afford an opportunity for the Contractor to cure a breach (e.g., instances of egregious Contractor conduct or other Contractor actions which may be harmful to the District), the District may immediately terminate this Contract for cause, upon 24 hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

#### C. <u>Termination for Unauthorized Employment</u>

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

#### D. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

#### E. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

## IX. Assignment

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special district of the State of Florida upon providing written notice to the Contractor.

#### X. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager or designee, enter into written subcontract(s) for performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

## XI. Price Adjustments

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all inplace equipment on a rent or lease plan. Price increases are not accepted unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is affected by extreme or unforeseen conditions in the marketplace outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

#### XII. Additions/Deletions

During the term of the Contract, the District reserves the right to add or delete the number of commodities or services when considered to be in its best interest. Pricing shall be comparable to amounts awarded.

#### XIII. Other Conditions

#### A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

Leon County Schools ATTN: Julie Jernigan 2757 West Pensacola Street Tallahassee, Florida 32304 Telephone: (850) 487-7177

Email: jerniganj@leonschools.net

#### B. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services or

designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers, and the District's Contract Administrator.

#### C. Notices

All notices required or permitted by this Contract shall be given in writing and by hand delivery or email to the respective Parties. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

#### D. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum, this coverage shall include general liability coverage no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28., F.S.

#### E. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

#### F. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### G. Available Funding

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

#### H. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725. F.S., and further certifies they are not engaged in business operations in Cuba or Syria, Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services of any amount, must certify that the company is not participating in a boycott of Israel.

#### I. E-VERIFY

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <a href="https://e-verify.uscis.gov/emp">https://e-verify.uscis.gov/emp</a>, to verify the employment eligibility of all employees hired during the term of this Agreement.

This Contract, including all attachments, exhibits, and amendments, contains the entire understanding of the parties concerning the subject matter and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Contract may not be amended or modified except by mutual written agreement unless expressly stated herein.

In WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized,

CONTRACTOR:	
FLORIDA BLUE	SCHOOL BOARD OF LEON COUNTY, F
Rachel Hard Dechtel	Same well
CEO or designee	Rosanne Wood, Board Chair
5/28/2024	41231 2024
Date	Party Henre
	Rocky Hanna, Superintendent
	4/23/2024
	Date



# Request for Best and Final Offers (RBAFO)

ITN 506-2023

## **Group Health Insurance**

**Request Issued:** 

January 10, 2024

**Best and Final Offer (BAFO) Due:** 

January 24, 2024, by 2:00 p.m., Eastern Time

**Procurement Officer:** 

June Kail purchasing@leonschools.net

#### I. Introduction

This document serves as the District's Request for Best and Final Offers (RBAFO) from the Vendors participating in the negotiation phase of Invitation to Negotiate ITN 506-2023, Group Health Insurance.

As per Section 3.3 of the ITN, each Vendor's BAFO will be reviewed by the District's Negotiation Team, for clarification and completeness regarding discussions that occurred during the negotiation phase. Each Vendor's BAFO shall include any relevant changes that were agreed upon in negotiations, as well as revised pricing and value-added goods and services that will provide the District with the information needed to determine the best value utilizing the Selection Criteria included in Section 3.3 of the ITN.

The District does not anticipate any further discussions with any Vendor subsequent to receiving BAFOs, but is not precluded from seeking clarification or additional information upon receipt of the BAFO.

If not addressed in a discussion during negotiations, all requirements in the original solicitation (ITN) and all subsequent Addenda remain in effect. However, the District has the right to make additional changes that do not materially affect the scope of services sought, as the ITN process specifically affords the District the flexibility to do so.

The Negotiation Team may disregard any submitted changes, revisions, exceptions, or deviations to the contract, and may proceed directly to a recommendation of award.

#### II. Contact with the District

Any contact with the District regarding this RBAFO should be made through the Procurement Officer listed in the ITN. Under no circumstances should Vendors or their representatives contact members of the District's Negotiation Team, the Superintendent, School Board members, or other District employees. Vendors are encouraged to ask the Procurement Officer, via email, any questions necessary to complete their BAFO timely.

#### III. Best and Final Offers (BAFO)

- A. As a result of negotiations held pursuant to this solicitation, the District hereby requests a Best and Final Offer (BAFO) for final consideration prior to its award decision.
- B. The District has posted updated claims reports for the period 1/1/2023 11/30/2023 at: <a href="https://www.leonschools.net/Page/56821">https://www.leonschools.net/Page/56821</a>

#### IV. Instructions for submission of BAFO

- A. Each Vendor shall submit its BAFO via email to <u>purchasing@leonschools.net</u> no later than 2:00 p.m., Eastern Time, on January 24, 2024. BAFOs must be searchable PDF documents.
- B. If a BAFO exceeds the file limit to submit via email, the Vendor must submit its response on thumb drives to the Procurement Officer by the above-stated deadline either in person or via mail. Files received in this manner are also required to be searchable PDFs. Packages shall be sealed and clearly marked with the solicitation number, company name, due date, and time.

Request for BAFO Page 2 of 5 LCS ITN 506-2023

If a Vendor is required to mail in their BAFO, it must be received at the address below by the date and time specified:

ATTN: June Kail
ITN 506-2023 BAFO
Leon County Schools
Purchasing Department
3397 W. Tharpe Street
Tallahassee, FL 32303

C. If the Vendor believes its BAFO contains information that is confidential, trade secret, or otherwise not subject to disclosure, it shall specifically mark the information that is considered confidential, trade secret, or proprietary on the original BAFO submission, and submit one (1) redacted electronic version of the BAFO in a searchable PDF format, along with the unredacted BAFO. The redacted version should be clearly marked in the title and on the document itself. The information contained on the redacted copy shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. In the event the District receives a public records request for this information, the District will respond to the request by providing a copy of the redacted version of the document(s) provided by the Vendor. The District will rely upon the Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, and the Vendor participates in the ITN by submitting a BAFO response, then the Vendor explicitly authorizes the District to produce the documents, data, or records submitted by the Vendor in answer to a public records request for these records.

## RESPONSES RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED.

#### V. Format of the BAFO

Each BAFO received should include the following components:

- A. <u>Executive Summary</u> to include an overview of the BAFO detailing the Vendor's service offering and pricing proposed including:
  - 1. A written narrative of considerations and factors which account for the Vendor's pricing and value-added services;
  - 2. A written narrative of value-added services which shall be provided to the District at no additional cost in detail sufficient to ascertain the Vendor's offered contract terms; and
  - 3. A written narrative of clarifications and any alternatives or modifications discussed during the negotiation process.
- B. <u>Service Area Detail</u> to include a full detail of the proposed solution and how services will be provided, as detailed in the Respondents original ITN reply inclusive of changes or modifications discussed in negotiations which would be reflected in a subsequent Contract with the successful Vendor. This shall include acceptance of all Performance Measures and associated financial consequences, as negotiated. This section shall also include final proposals relating to staffing, implementation, and transition of services, if applicable.

C. <u>Rate Information Sheet</u> to include revised rates, as indicated using Attachment I, Rate Information Sheet, and specifying any additional pricing models discussed in negotiations. This pricing should represent the best price the Vendor is willing to offer to the District and shall include a detailed description of any assumptions impacting price in this section.\*

The revised rates should provide, with specificity, the individual Plan Benefits. The District is interested in the Respondents rates as an Exclusive Provider (single award) and as a Sliced Provider (multiple award) with options as defined below:

- 1. Closest Match
- 2. Most Efficient Plan Design (HSA Compliant)
- 3. Lowest Premium
- 4. Respondent's Recommended Alternative
- D. <u>Value-added Services</u> to include any additional ideas for improvement or cost reduction, additional commodities or additional services, which the Vendor will provide to the District at no additional cost(s). \*
  - \*Vendors are not constrained to prices and value-added goods and services discussed in negotiations. Instead, Vendors are encouraged to provide the best possible offering based on their understanding of the District's priorities.

#### E. BAFO Review and Award

After receipt of the BAFO, the Vendor's BAFO will be reviewed by the District's Negotiation Team. If no additional negotiations or clarifications are required, the team will meet to determine a recommendation. The meeting is open to the public and will be publicly noticed on the LCS Purchasing Department website (<a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>). The District will prepare a recommendation for award. Once finalized, the District will post its Agency Decision on the LCS Purchasing Department website at (<a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>). This recommendation will be presented to the Leon County School Board, in accordance with Section 3.3 of the ITN.

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#### **ATTACHMENT** I

#### **Rate Information Sheet**

Each Respondent shall submit rates for the base/initial term in the tables below. These rates shall be inclusive of the services sought and defined in the ITN. All cost assumptions should be detailed with the Respondent's Cost Reply, per Section 3.2. All Rates should reflect the Proposed 10-month Rate.

Base Contract Term – Exclusive Provider

Closest Match to Capital Selection HDHP HMO

Tier	Proposed Plan Rates Closest Match to Capital Selection HDHP HMO	Proposed Plan Rates Most Efficient Plan Design	Proposed Plan Rates Lowest Premium	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	\$	\$	\$
2-Person Coverage	\$	\$	\$	\$
Family Coverage	\$	\$	\$	Ś
Family Coverage (2 District Employees)	\$	\$	\$	\$
Overage Dependent	\$	\$	Ś	\$

Base Contract Term - Sliced Provider

**Closest Match to Capital Selection HDHP HMO** 

Tier	Proposed Plan Rates Closest Match to Capital Selection HDHP HMO	Proposed Plan Rates Most Efficient Plan Design	Proposed Plan Rates Lowest Premium	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	\$	\$	\$
2-Person Coverage	\$	\$	\$	\$
Family Coverage	\$	\$	\$	Ś
Family Coverage (2 District Employees)	\$	\$	\$	\$
Overage Dependent	\$	\$	Ś	s

#### Base Contract Term - Exclusive Provider

**Closest Match to Value Selection HMO** 

est Match to Value Selec	Proposed Plan Rates Closest Match to Value Selection HMO	Proposed Plan Rates Most Efficient Plan Design	Proposed Plan Rates Lowest Premium	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	\$	\$	\$
2-Person Coverage	\$	\$	\$	\$
Family Coverage	\$	\$	\$	\$
Family Coverage (2 District Employees)	\$	\$	\$	\$
Overage Dependent	\$	\$	\$	\$

#### Base Contract Term - Sliced Provider

Closest Match to Value Selection HMO

est Match to Value Selec	Proposed Plan Rates Closest Match to Value Selection HMO	Proposed Plan Rates Most Efficient Plan Design	Proposed Plan Rates Lowest Premium	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	\$	\$	\$
2-Person Coverage	\$	\$	\$	\$
Family Coverage	\$	\$	\$	\$
Family Coverage (2 District Employees)	\$	\$	\$	\$
Overage Dependent	\$	\$	\$	\$

#### Base Contract Term - Exclusive Provider

Closest Match to BlueOptions 05172/05173 PPO

Tier	Proposed Plan Rates Closest Match to BlueOptions 05172/05173 PPO	Proposed Plan Rates Most Efficient Plan Design	Proposed Plan Rates Lowest Premium	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	\$	\$	\$
2-Person Coverage	\$	\$	\$	\$
Family Coverage	\$	\$	\$	\$
Family Coverage 2 District Employees)	\$	\$	\$	\$
Overage Dependent	\$	\$	\$	\$

#### Base Contract Term - Sliced Provider

Closest Match to BlueOptions 05172/05173 PPO

Tier	Proposed Plan Rates Closest Match to BlueOptions 05172/05173 PPO	Proposed Plan Rates Most Efficient Plan Design	Proposed Plan Rates Lowest Premium	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	\$	\$	\$
2-Person Coverage	\$	\$	\$	\$
Family Coverage	\$	\$	\$	\$
Family Coverage (2 District Employees)	\$	\$	\$	\$
Overage Dependent	\$	\$	\$	\$

Closest Match to BlueOptions 03559 PPO

Tier	Proposed Plan Rates Closest Match to BlueOptions 03559 PPO	Proposed Plan Rates Most Efficient Plan Design	Proposed Plan Rates Lowest Premium	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	\$	\$	\$
2-Person Coverage	\$	<b>\$</b>	\$	\$
Family Coverage	\$	\$	\$	\$
Family Coverage (2 District Employees)	\$	\$	\$	\$
Overage Dependent	\$	\$	\$	\$

Base Contract Term – Sliced Provider

**Closest Match to BlueOptions 03559 PPO** 

Tier	Proposed Plan Rates Closest Match to BlueOptions 03559 PPO	Proposed Plan Rates Most Efficient Plan Design	Proposed Plan Rates Lowest Premium	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	\$	\$	\$
2-Person Coverage	\$	\$	\$	\$
Family Coverage	\$	\$	\$	\$
Family Coverage [2 District Employees]	\$	\$	\$	\$
Overage Dependent	S	\$	\$	\$

Company Name	Authorized Representative (Signature)	Date
FEIN #	Authorized Representative (Printed)	=:



## ADDENDUM #004 ITN 506-2023 Group Health Insurance

Date: December 8, 2023

Solicitation: ITN 506-2023 Group Health Insurance

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in yellow, while deleted language has been stricken.

This Addendum includes the following revisions:

#### Change # 1:

A revision to the ITN Timeline

Anticipated Date the District will Advertise its Notice of Intended Board Decision	March, 202 <del>3</del> 4	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>

#### Change # 2:

A revision to Section 2.3

The District will work with the Awarded Respondent(s) to execute one (1) or more contracts for services soon after the award of this ITN. Respondents should have the ability to begin the implementation of services for Open Enrollment 20234, with coverage beginning October 1, 20234.

#### Change #3:

A revision to Section 2.4

We anticipate that the Contract(s) will commence in May March, 20234. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years, with an annual plan pricing finalized in June 2024 5(Year 2) and in June 20256 (Year 3)
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years



### ADDENDUM #003 ITN 506-2023 Group Health Insurance

Date: November 6, 2023

Solicitation: ITN 506-2023 Group Health Insurance

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

This Addendum includes the following revisions:

#### Change #1:

#### **Change to District Negotiation Team**

Kasey Kirkland has taken a new position. The Superintendent has appointed Joe Albritton as the Lead Negotiator for the District.



## ADDENDUM #002 ITN 506-2023 Group Health Insurance

Date: March 13, 2023

Solicitation: ITN 506-2023 Group Health Insurance

Replies Due: March 21, 2023, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in yellow, while deleted language has been stricken.

This Addendum includes the following revisions:

#### Change # 1:

A revision to the ITN Timeline

Sealed Replies Due and Opened	March <del>16-</del> 21, 2023	Submit to:
	at 2:00 p.m.	Leon County Schools
		Purchasing Department
		Attn: June Kail, Procurement Officer
		ITN 506-2023, Group Health Insurance
		3397 W. Tharpe Street
	1	Tallahassee, FL 32303*
		*Also the location for the Reply Opening
Evaluation Team Meeting	March <del>21</del> 23, 2023	Leon County Schools
	at 2:00 p.m.	Purchasing Department
		3397 W. Tharpe Street
		Tallahassee, FL 32303



### ADDENDUM #001 ITN 506-2023 Group Health Insurance

Date: February 28, 2023

Solicitation: ITN 506-2023 Group Health Insurance

Replies Due: March 16, 2023, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in yellow, while deleted language has been stricken.

This Addendum includes the following revisions:

#### Change # 1:

A revision to the ITN Timeline

Sealed Replies Due and Opened	March 9 16, 2023	Submit to:
	at 2:00 p.m.	Leon County Schools
		Purchasing Department
		Attn: June Kail, Procurement Officer
		ITN 506-2023, Group Health Insurance
		3397 W. Tharpe Street
		Tallahassee, FL 32303*
		*Also the location for the Reply Opening
Evaluation Team Meeting	March 13 21, 2023	Leon County Schools
	at 2:00 p.m.	Purchasing Department
		3397 W. Tharpe Street
		Tallahassee, FL 32303

#### Change # 2:

A revision to Section 3.1(a)

a. TAB A Overview (limit 15 20 pages)

This Addendum also includes the Board's written answers to the timely written questions received. All referenced attachments are posted at: <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>

	Question	Answer
1.	Could you please provide the following information at your earliest convenience so we may provide a competitive and complete proposal?	Updated Census reports have been posted on the District's website as Exhibit B at https://www.leonschools.net/Page/4411
•	Updated Census with zip codes Updated claims file with names, TIN's, etc.	The claims files provided as part of Exhibit A are the most current and comprehensive available.
2.	In order to provide the Leon County School District with a complete and competitive proposal, my team has asked for an extension on the due date. This is due to the pending receipt of the missing census data requested yesterday.	Please see change #1 in this Addendum.
3.	The current census provided is missing zip codes. Please include an updated census that includes at a minimum the employee's Date of Birth, Gender, Zip Code, Medical Tier, and Product.	Please see the answer to question #1.
4.	Would you consider providing an extension if you are unable to release the revised census until the February 28th anticipated question response posting date, since it is critical for developing final rates?	Please see the answer to question #2.
5.	Per section 2.6, the two plans currently offered to employees are 3 tiered rates. In Attachment 1-Rate Information Sheet page 40, it lists 5 tiers-Single, Two-Person, Family, Family-2 District Employees, and Overage Dependent. How should the Overage Dependents be treated and identified?	Currently, dependents covered by Capital Health Plan can be covered on CHP plans until December 31st of the year they turn 26. Overage dependent coverage is offered from age 26 until 30.
6.	How should the retiree population be handled?	The District is unclear on what this question is asking.
7. Can you confirm electronic signatures on the RFP forms are acceptable?		The District will accept all forms of legally binding signatures. Please note that some forms require notarization.
8.	Can you confirm no disruption is required on Exhibit A - LCS Providers 2023 for the RFP submission?	The least disruption caused to our Members the more valuable the proposal; while considering all factors in the selection criteria.
9. Can the District consider expanding the page limit of Tab A, so bidders can provide a more extensive Executive Summary?		Please see change #2 in this Addendum.
i	In Tab D, item 2 you ask us to provide a complete list of network providers in the identified counties. We have a very broad network in this area and this list will be close to 100 pages. Would it be acceptable to provide this file outside of the requested page limit?	Yes, the District will not include this file in the page limitation.

Question	Answer
11. After reviewing the ITN 506-2023, for Group Health Insurance we have a couple of questions below:  a. Submit one (1) signed, original Technical Reply, five (5) electronic copies of the Technical Reply (1) signed, and five (5) electronic copies of the Technical Reply in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). Will you accept a password protected FILE?  b. Provide a complete list, in alphabetical order, of its network providers located in the following Florida counties: Leon, Gadsden, Jefferson, and Wakulla. All providers on these lists should be available to provide services to Members. Are you looking for an Excel listing or a provider directory to meet this requirement due to page number limitations?  c. Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply. Are all addendums to be printed/included in the proposal response or on an Addendum Acknowledgment form?  d. The references shall be completed and signed by the individual offering the reference and certified by a notary public. Are electronic signatures acceptable or are original/wet signatures	<ul> <li>a. No, the District requires unrestricted access.</li> <li>b. An Excel file is acceptable. Please see the answer to question #10.</li> <li>c. Respondents are responsible for being knowledgeable of all addendums, and incorporating any information provided in an addendum; however, there is no need to include the addendums with your Reply.</li> <li>d. Please see the answer to question #7.</li> </ul>

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required?

## Invitation to Negotiate (ITN)



## Group Health Insurance

ITN 506-2023

ITN Released: February 8, 2023

Deadline for Questions\*: 2:00 p.m. on February 21, 2023

Replies Due\*: 2:00 p.m. on March 9, 2023

June Kail
Procurement Officer
Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303

<sup>\*</sup>Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 1.8)

## **ITN Timeline**

Steps in the ITN process	Date and Time	Location (if applicable)
Release of ITN	February 8, 2023	District Website  https://www.leonschools.net/Page/4411
Non-Mandatory Pre-Reply Conference	February 15, 2023 at 2:00 p.m.	Conference Call Dial-In: 1-605-562-8400 Access Code: 4228924
Written Questions Due	February 21, 2023 at 5:00 p.m.	Submit to: June Kail, Procurement Officer Subject: ITN 506-2023, Group Health Insurance Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	February 28, 2023	District Website  https://www.leonschools.net/Page/4411
Sealed Replies Due and Opened	March 9, 2023 at 2:00 p.m.	Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer ITN 506-2023, Group Health Insurance 3397 W. Tharpe Street Tallahassee, FL 32303* *Also the location for the Reply Opening
Evaluation Team Meeting	March 13, 2023 at 2:00 p.m.	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Negotiations	April - May 2023	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Negotiation Team Meeting	May 2023	The meeting date and time will be posted at least seven (7) days prior to the meeting on the District's website at <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>
Anticipated Date the District will Advertise its Notice of Intended Board Decision	May 2023	District Website  https://www.leonschools.net/Page/4411

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## **SECTION 1: Key information**



#### 1.1. Quick Facts

- a. The Board, on behalf of the Leon County School District, is inviting competitive sealed responses from qualified Respondents to explore the various questions outlined in the ITN and to determine, through the negotiation process, the best way to provide medical benefits to eligible employees, retirees, and their dependents (collectively it's Members). The District has determined negotiations are necessary for it to receive the best value.
- b. This ITN is a multi-step procurement process, including a technical evaluation, a cost evaluation, and a negotiation phase.
- c. The use of capitalization (such as Respondent) denotes words and phrases with special meaning as defined in <u>Section 5</u>, <u>Definitions</u>.
- d. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.



#### 1.2. Resources

- a. The District currently offers four (4) health plans to current and retired employees.

  The 2022/2023 Benefits Guide also provides further detail on current coverage options, available at

  https://www.leonschools.net/cms/lib/EL 01903265/Centricity/Domain/33/LCS9/202022
  - $\frac{https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/33/LCS\%202022-2023\%20Benefit\%20Guide-Final.pdf.}{2023\%20Benefit\%20Guide-Final.pdf}$
- b. Services are currently provided through contracts with Capital Health Plan and Florida Blue. The current contract is available at <a href="https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/CURRENT%20RFPS/RFP4312018GROUPHEALTHINSURANCE/RFP4312018FINALGroupHealthInsurance.pdf">https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/CURRENT%20RFPS/RFP4312018GROUPHEALTHINSURANCE/RFP4312018FINALGroupHealthInsurance.pdf</a>.
- c. The bargaining agreements with the applicable bargaining units are available at <a href="https://www.leonschools.net/Page/86">https://www.leonschools.net/Page/86</a>.



## 1.3. How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITN <u>must</u> be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. The Non-Mandatory (optional) Pre-Reply Conference is an opportunity for interested companies to ask questions. Oral questions will be entertained at the Non-Mandatory Pre-Reply Conference as outlined in the Timeline. The District's answers to oral inquiries are non-binding and are not considered the official position of the District unless those questions are subsequently submitted in writing, per this Section.
- c. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District's website.
- d. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Respondents to this ITN, or persons acting on their behalf, may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or during the negotiation phase, as directed by the District. Violation of this provision may be grounds for rejecting a Reply.
- e. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206, at least five

(5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

#### f. The District's Procurement Officer

Name: June Kail, Procurement Officer Purchasing Department Leon County Schools 3397 W. Tharpe Street Tallahassee, FL 32303 Telephone: (850) 488-1206

Email: purchasing@leonschools.net

g. The Respondent shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any District or Avail employee related to this ITN (see Section 2.2 of this ITN). Only written communications from the District's Procurement Officer are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent. Any discussion by a Respondent with any employee or representative of the District, involving cost or price information, outside of the negotiation phase, and occurring before the District advertises its Notice of Board Decision, may result in the rejection of that Respondent's Reply.



## 1.4. Developing Your Reply

- a. This ITN is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Respondents should take the time to read and understand the ITN. In particular, they should:
  - 1. Review Title XLVIII, K-20 Education Code, within the Florida Statutes.
  - 2. Develop a strong understanding of the District's requirements detailed in Section 2.
  - 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Respondents should prepare a clear and concise Reply, avoiding complicated jargon, and thoroughly describing their innovative solutions and their ability to meet the expectations of the District.
- d. Respondents must follow the format and instructions included in this ITN for their Reply submittal.
- e. Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the District reserves the right to review innovative solutions and negotiate the best terms and conditions, if determined to be in its' best interest.
- f. Respondents must use the Rate Information Sheet, Attachment I, to submit its pricing. Respondents shall not change or substantially alter the form, but fill it out completely, as instructed in Section 3.2 of this ITN.
- g. Respondents should thoroughly review their Reply before submission to ensure its Reply is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.

- h. The District is not liable for any costs incurred by a Respondent while responding to this ITN, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- Respondents are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. The District shall reject any and all Replies that do not meet the following pass/fail criteria (also referred to as Mandatory Responsiveness Criteria). Any Reply rejected for failure to meet these requirements will not be evaluated further:
  - 1. The Respondent shall ensure that all data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time;
  - 2. The Respondent's Reply shall demonstrate that it has at least three (3) years within the last five (5) years, of business/corporate experience in providing health insurance coverage to commercial or governmental clients;
  - 3. Respondent's Reply and all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
  - 4. The Respondent shall complete and submit Attachment II, Required Provisions Certification, and Attachment III, Notice of Conflict of Interest; and
  - 5. The Respondent attests that it is currently licensed to operate as an insurer in the State of Florida and has a current AM Best rating.



## 1.5. Submitting Your Reply

- a. Respondents shall submit their Replies in a sealed envelope or package with the relevant ITN number and the date and time of the reply opening <u>clearly marked on the envelope or packaging</u>. Respondents may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. The District will not accept any Replies submitted by email or fax.
- b. Respondents must mail or otherwise deliver their Replies to the following address:

#### **Leon County Schools**

#### **Purchasing Department**

ITN 506-2023, Group Health Insurance Re-Solicitation

Attn: June Kail, Procurement Office

3397 W. Tharpe Street

Tallahassee, FL 32303

- c. It is the Respondent's responsibility to ensure their Reply is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Replies received and shall provide the official time for the reply opening. Late Replies will not be accepted.
- d. Submit a Technical Reply and a Cost Reply in separately sealed and clearly labelled packages. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately (such as in a sealed envelope) within the same shipping container <u>and</u> <u>clearly marked</u>.
- e. Submit one (1) signed, original Technical Reply, five (5) hardcopies of the Technical Reply, and five (5) electronic copies of the Technical Reply in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). The

- original physical Technical Reply will take precedence in the event there is a discrepancy between the original and one of the physical or electronic copies.
- f. Submit one (1) signed, original Cost Reply, five (5) hardcopies of the Cost Reply, and five (5) electronic copies of the Cost Reply in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). If the electronic copy and original paper copy do not match, the original paper copy of the Cost Reply will take precedence.
- g. The signed original Technical Reply and Cost Reply shall be clearly marked as "Original" and the physical copies shall be numbered one (1) through five (5).
- h. If the Respondent includes information in their Reply that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Reply, as outlined in Section 3.6, the Respondent should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
- i. Respondents are encouraged to print Reply documents double-sided and minimize the use of non-recyclable materials.
- j. All documentation produced as part of this Reply shall become the exclusive property of the District, may not be returned to or removed by the Respondent or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Reply. The award or rejection of a Reply shall not affect this right.



### 1.6. Reply Opening

- a. Replies are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Reply that is improperly sealed or addressed or those not correctly identified with the ITN number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Respondents who submitted Replies.



## 1.7. Disposition of Replies

- a. The District reserves the right to withdraw this ITN at any time and by doing, assumes no liability to any Respondent.
- b. The District reserves the right to reject any Replies received in response to this ITN.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
- d. All Replies become the property of Leon County Schools and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S.



## 1.8. Changes to the ITN

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a>. Interested parties are responsible for monitoring this site for new or changing information relative to this

**procurement.** Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.



#### 1.9. Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to <a href="mailto:bidprotests@leonschools.net">bidprotests@leonschools.net</a>. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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## **SECTION 2: Scope of Work**

### 2.1. Background

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District has a staff of approximately 4,800 people, including instructional, instructional support, administrative, support positions. Three (3) bargaining units represent instructional and school-related employees within the District. Compensation and benefits for union employees are negotiated, subject to ratification by union membership and approval by the Board. There are currently 3,484 active employees and retirees enrolled in one of the District's health coverage plans. As of November 16, 2022, there are:

Member Type	Active Members	Active Dependents	
Employees	2,271	2,851	
Retirees	1,213	270	

## 2.2. Procurement Overview

Through this solicitation, the District is seeking competitive and innovative solutions from experienced medical insurance companies. The minimum requirements outlined in this ITN are based on the current program, but the District is inviting creative solutions from interested vendors. The Successful Respondent's solution shall be all-inclusive of any supportive services required to smoothly and successfully operate the program.

To assist with the ITN process, the District has engaged Avail Benefits, LLC, to consult with the District as a subject matter expert. No Respondent, broker, or agent shall provide any commission, fee, or benefit to Avail for consideration for or concerning the services sought through this ITN.

Further, the District has a contract for Employee Benefits Brokerage and Consulting Services with HUB Public Risk (Broker Partner). The current contract is available at <a href="https://www.leonschools.net/Page/2476">https://www.leonschools.net/Page/2476</a>. Our Broker Partner will assist the District throughout the solicitation process and will be responsible for contract effectuation and management of the Contract.

## 2.3. Transition and Service Implementation

The District will work with the Awarded Respondent(s) to execute one (1) or more contracts for services soon after the award of this ITN. Respondents should have the ability to begin the implementation of services for Open Enrollment 2023, with coverage beginning October 1, 2023. If a Vendor is concerned about their ability to meet the District's anticipated timeline, this

should not dissuade them from submitting a Reply. Vendors should communicate their concerns and proposed timeline in TAB E of their Reply.

#### 2.4. Contract Term

We anticipate that the Contract(s) will commence in May 2023. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years, with an annual plan pricing finalized in June 2024 (Year 2) and in June 2025 (Year 3)
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years

## 2.5. Goals and Objectives of the ITN

The District has specific goals relating to what it hopes to accomplish through this ITN and the new Contract(s). These include, but are not limited to the following:

- Provide the highest quality, comprehensive healthcare benefits to the District's Members, while maintaining affordability and cost efficiencies:
- Ensure a smooth transition/continuation of services from the current Contractor, to any new Contractor; minimizing disruption in the services provided;
- Determine what fully-insured or combination of fully-insured programs are in the best interest of the District and its Members;
- Determine what type of plan or combination of plan types is in the best interest of the District and its Members:
- Ensure competitive pricing throughout the term of the Contract, including guarding against unexpectedly high renewal rate increases;
- Establish innovative and effective claims cost containment strategies throughout the term of the Contract(s);
- Provide innovative and flexible solutions that will meet current and future needs of the District and its Members;
- Provide robust and detailed reporting to the District to support management oversight; and
- Expand the use of modern technology to enhance coverage and services and improve the Member experience.

### 2.6. Current Services

The District currently makes medical benefits available to eligible employees following the collective bargaining agreements between the District and the employees' unions. Coverage is also available to eligible retirees and dependents, including spouses and eligible children. Eligible employees and their dependents may continue their benefits while on an approved leave of absence by paying the full amount of the premiums. The District contributes at least 80% of single coverage premiums and at least 60% of two-person/family coverage premiums.

Two (2) coverage plans are currently available to Members: an HMO plan offered by Capital Health Plan and a PPO plan offered by Florida Blue. The District would like to continue to make available both an HMO plan option and a PPO plan option, but it is willing to consider alternative plan structures.

## 2.7. Scope of Work

The District is seeking an experienced health benefits provider to offer an HMO plan, a PPO plan, and/or an innovative alternative plan. Replies should specifically address the following service areas:

- a. <u>Plan Benefits</u>: The Contractor(s) shall provide coverage that meets or exceeds the coverage provided today. The District's current plans are included in the Benefits Guide linked in Section 1.2 of the ITN. Current census data for the District's plans is provided as Exhibit A.
- b. <u>Provider Network</u>: The Contractor(s) shall provide a robust and established provider network representing all major medical disciplines, diagnostic testing, laboratory testing, and prescriptions.
- c. <u>Utilization Management & Case Management</u>: The goal of utilization management (UM) and case management is to promote quality specialty and ancillary health care services for Members in the most efficient, timely, and cost-effective manner. This involves the evaluation of the medical necessity, appropriateness, and efficiency of the use of health care services and other resources. The Contractor shall ensure that their UM team effectively and efficiently manages the utilization of specialty health care services such as consultations, surgical procedures, diagnostic imaging, emergency room visits, outside hospital admissions, and durable medical equipment. Case management is a component of UM that oversees inpatient care and ensures that the patient's needs are being met with the most medically appropriate care for their current acuity level. It is vital to our Members that they receive quality care that is appropriate and medically necessary.
- d. <u>Preventative Health/Wellness Programs</u>: The Contractor shall provide a program that encourages healthy behaviours that lead to a better quality of life for Members, fewer healthcare encounters, and a reduction in the acuity level of encounters.
- e. <u>Member Engagement</u>: The Contractor(s) shall provide a Member Engagement program that addresses both the Contract transition and ongoing communications and support.
- f. <u>Claims Processing</u>: The Contractor(s) shall perform all aspects of claims processing, including receipt of claims, coordination of claims, reimbursement, adjudication, and payment.
- g. <u>Account Management</u>: The Contractor(s) shall provide engaged and responsive account management through a designated account manager or team. These duties include serving as a liaison to the District and our Broker Partner, ensuring invoices are correct, resolving escalated issues, meeting regularly with the Broker Partner and Contract Manager, and keeping the District abreast of changes or enhancements to technology or coverage. The Contractor's representative or team shall be available, as needed, for on-site meetings, with at least three (3) business days' notice.
- h. Reporting: The Contractor(s) shall provide the following reports by the date listed below.

  Ad-hoc report requests shall be fulfilled within three (3) business days of request. The

  Contract Manager and Broker Partner will work with the Contractor to finalize the format of the requested data within 30 days of Contract execution; however, Respondents are expected to provide most, if not all, of the information listed below.

Report	Report Name	Due Date	Description
DEL-001	Quarterly Preventative Health Utilization	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall include the total available screening/preventative health benefits provided at no cost and how many are utilized each quarter, by Member ID, including gender, whether Member or Dependent and any other relevant information.
DEL-002	Quarterly High- Cost Claims	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the top 10% of claims, by Member ID, for the quarter. Claim costs should reflect actual costs after network discounts.
DEL-003	Quarterly Claims History	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all claims for the quarter, by Member ID. Claim costs should reflect actual costs after network discounts.
DEL-004	Quarterly Pharmacy Utilization	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all pharmacy utilization for the quarter, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, etc.
DEL-005	Quarterly Wellness Program Utilization	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the quarterly utilization of the wellness program benefits.
DEL-006	Quarterly Denied Coverage	By the 5 <sup>th</sup> business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all referrals, authorization requests, and prescriptions that were denied the prior quarter. This information shall include when the request was submitted, the patient's acuity level, the associated problem from the Member's Problem List, the status of the request, who reviewed the request, the reason for

Report #	Report Name	Due Date	Description
			the denial, if it was appealed, and if an alternative treatment plan was issued.
DEL-007	Annual Preventative Health Utilization	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall include the total available screening/preventative health benefits provided at no cost and how many are utilized each year, by Member ID, including gender, whether Member or Dependent and any other relevant information.
DEL-008	Annual High- Cost Claims	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall provide detailed information on the top 10% of claims, by Member ID, for the year. Claim costs should reflect actual costs after network discounts.
DEL-009	Annual Claims History	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall provide detailed information on all claims for the year, by Member ID. Claim costs should reflect actual costs after network discounts.
DEL-010	Annual Medical Loss Ratios	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall show the annual proportion of premium revenues spent on clinical services and quality improvement for Members.
DEL-011	Annual Pharmacy Utilization	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall provide detailed information on all pharmacy utilization for the year, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, etc.
DEL-012	Annual Wellness Program Utilization	By the 10 <sup>th</sup> business day of July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	This report shall provide detailed information on the yearly utilization of the wellness program benefits.
DEL-013	Annual Denied Coverage	By the 10 <sup>th</sup> business day of	This report shall provide detailed information on all referrals, authorization

Report #	Report Name	Due Date	Description
3		July, for the period of July 1 <sup>st</sup> - June 30 <sup>th</sup>	requests, and prescriptions that were denied the prior year. This information shall include when the request was submitted, the patient's acuity level, the associated problem from the Member's Problem List, the status of the request, who reviewed the request, the reason for the denial, if it was appealed, and if an alternative treatment plan was issued.

## 2.8. Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Respondent's performance under the Contract and in determining compliance with Contract terms and conditions:

- Desk reviews of records related to group health insurance benefits, coverage, and claims (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same, whether random or statistical);
- On-site reviews of Contract records maintained at the Contractor's business location;
- Interviews with the Contractor, Broker Partner, or District staff;
- · Site Visits; and
- Bi-annual and annual audits.

The Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Respondent the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing (email acceptable). The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$5,000 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

# **SECTION 3: Procurement Rules and Information**

## 3.1. Contents and Format of Technical Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall include all the requested information in each TAB or their Reply may be deemed non-responsive. Additionally, information included in the incorrect section or exceeding the page limitations may not be scored by the District's evaluation team.

## a. TAB A Overview (limit 15 pages)

1) Cover Letter

A cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Respondent to provide the services requested. The cover letter must state that the Respondent agrees to provide the services as described in their Reply and the ITN.

2) Executive Summary

An executive summary of the Respondent's Reply. The executive summary will describe the overall solution, cost methodology, assumptions, and innovative ideas the Respondent proposes in a concise and meaningful manner. <u>Do not include pricing information in the executive summary</u>.

3) Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Reply Opening.

4) Required Forms

Respondents shall complete the following forms, as appropriate, and include them in **TAB A**.

- The completed, notarized <u>Attachment II, Required Provisions Certification</u>, signed by the authorized representative who signs the above-mentioned cover letter;
- Documentation from the State of Florida Office of Insurance Regulation supporting active licensure;
- Documentation from Best's Credit Ratings supporting a rating of AM Best;
- Completed Application for Vendor Status, and associated forms (if Respondent is not already registered with the District)
   (https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf);
- Attachment III, Notice of Conflict of Interest;
- Attachment IV, Vendor Contact Information; and
- The completed, notarized, Attachment VI, Local Preference Affidavit (if applicable).

#### b. TAB B Experience and Organization (limit 50 pages)

#### 1) References

Using Attachment V, Respondent's Reference Form, Respondents shall provide at least three (3), but no more than five (5), references from businesses or governmental agencies for whom the Respondent has provided services of similar scope and size to the services identified in this ITN. References should reflect current experience and must be able to support the experience requirements of this ITN. To qualify as current experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this ITN.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment V, Respondent's Reference Form for References. References(s) shall identify the type of services provided by the Respondent, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the ITN. Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District. The District reserves the right to contact reference sources listed or not listed in the Respondent's Reply and to consider references when determining best value.

#### 2) Prior Work Experience

### i. Narrative/Record of Past Experience

As indicated in Section 1.4(j) of this ITN, it is a Mandatory Responsiveness Requirement that the Respondent has at least three (3) years, within the last five (5) years, of business/corporate experience in providing medical benefits coverage to commercial or governmental clients. Details of the Respondent's experience that meets this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, Respondents shall include:

- A description of experience providing services similar in nature to the services sought in this ITN;
- The specific length of time the Respondent has provided similar services, and where services were provided;
- All current or prior (within three (3) years) federal, State, or government contracts for the provision of related services, including a description of the specific services provided, census of those covered (broken out into members and dependents, active and retired, as applicable);
- All current or prior (within three (3) years) school district contracts for the provision
  of related services, including a description of the specific services provided, census
  of those covered (broken out into members and dependents, active and retired, as
  applicable);

- A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- The name(s), telephone number(s), and address(es) for the specified federal, State, or government contract manager(s);
- A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

#### ii. Disputes

Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

#### iii. Subcontractor Information

If the Respondent plans to use subcontractors to provide any performance under the Contract, the Respondent shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

### 3) Staffing Plan

The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall also provide job descriptions for all account management positions assigned to the Contract. If a position is not dedicated full-time to the proposed Contract, the percentage of time should be noted on the Staffing Plan.

### c. TAB C Description of Solution (limit 25 pages)

The Respondent shall describe the following:

- Its understanding of the District's current coverage benefits;
- Its understanding of the District's goals and objectives of this ITN;
- How its recommended approach will meet the ITN's goals and objectives;
- Any risks or challenges it recognizes related to the District's goals, requirements, or current operations;
- How it will ensure quality services are provided while ensuring costs are managed appropriately;
- How it will focus on member engagement and customer service;
- Its approach differentiators;
- Its approach to transition/service implementation; and
- Why its solution represents the best value for the District.

## d. TAB D Service Area Detail (limit 150 pages)

Respondents shall use this TAB to describe, in detail, their proposed solution and how services will be provided, organized by the following service areas. This shall include all methodologies, plans, resources, technological tools, and operational processes. This section should include value-added services or deliverables it will provide the District or its Members at no additional cost. This section should also include any exceptions or proposed modifications to the standard Contract Terms and Conditions included in Section 4 of this ITN.

Respondents shall also provide the following information or, if the Respondent is unable to provide or the requested information is not applicable, include a brief explanation of why.

#### 1) Plan Benefits

- i. A summary of its proposed HMO and PPO plan(s)
- ii. Complete Attachment VIII, Benefits Comparison Table, to allow the District to evaluate its current PPO and HMO benefit plans against other available PPO and HMO benefit plans. If there are any other differences between its proposed PPO and HMO plans and the current PPO and HMO benefit plans which are not captured by the Benefits Comparison Table, the Respondent shall identify those differences by adding additional sheets behind the Benefits Comparison Table.

#### 2) Provider Network

- i. Provide a complete list, in alphabetical order, of its network providers located in the following Florida counties: Leon, Gadsden, Jefferson, and Wakulla. All providers on these lists should be available to provide services to Members.
- ii. Provide a list of all network speciality care facilities/providers outside of the geographic coverage area, such as UF Health Shands Hospital, Moffitt Cancer Center, or the Mayo Clinic, and any limitations on patient care or special referral processes to receive coverage at the listed facilities/providers.

- iii. Provide a Top 25 Provider Network List of the top in-network providers based on annual claims payments.
- iv. Identify all available network discounts.
- v. Describe the strengths and weaknesses of its provider network.
- vi. Describe the process for contracting and on-boarding new providers.
- vii. Provide a Top 25 Prescription Coverage List of the top in-network/preferred pharmaceuticals based on annual claims payments.

## 3) Utilization Management & Case Management

The Respondent shall describe its approach to UM and case management, including:

- An overview of what benefits require a referral (or prior authorization);
- The process used to review and authorize referrals;
- The appeals process for referrals that are denied;
- The process for reviewing inpatient care to determine it is the most appropriate placement;
- Step-down care options including rehabilitation, home health services, and outpatient treatment; and
- The software and tools used to review referrals and requests.

## 4) Preventative Health/Wellness Programs

The Respondent shall describe their approach to preventative health and wellness initiatives and programs, including:

- How programs are communicated and promoted to Members;
- Benefits of the program to Members;
- The health conditions targeted by the program, such as diabetes, smoking cessation, weight management, etc.; and
- How the program is monitored, what metrics define success, and how this information will be utilized by the Contractor's account management team and communicated to the Board.

## 5) Member Engagement

- i. Include a Member Communication Plan, describing the plan materials and how the Respondent intends to provide Members with complete, current, and accurate information about their benefits or ways to improve their health.
  - Provide sample communications and promotional materials.
  - Describe whether it will conduct Benefit Fairs. If so, provide details on location, frequency, and what is included in the event. Other than providing a location and basic utilities that are readily available at the location, the Contractor shall be

responsible for all costs associated with conducting Benefit Fairs or on-site events, including clean-up.

- ii. Describe and provide examples and pictures, as appropriate, of all tools that are available to Members to monitor their healthcare and their benefits. This includes webbased and mobile applications and integration with wearable devices such as Apple Watches and FitBits.
- iii. Describe how the Respondent intends to engage with the Broker Partner on Member communication and education.
- iv. Describe how Members can:
  - · Access relevant brochures and forms;
  - Order ID cards and display ID cards using a mobile application or mobile-optimized website;
  - Access preventative educational information;
  - Access general health and chronic disease information;
  - · Complete health risk assessments;
  - · Communicate with customer support; and
  - · Locate network providers and facilities.

#### 6) Claims Processing

Each Respondent shall include the following when describing its approach to claims processing:

- Its training, minimum qualifications, experience, and turnover of medical claims processors;
- Targets and actual statistics for clean claims processing turnaround time and accuracy (year-to-date);
- Threshold under which claims processors can approve a claim for payment;
- Coordination of benefits process;
- Methodology for reimbursing an out-of-network hospital provider (radiologists, pathologists, anaesthesiologists, etc.);
- · Process and tools used to ensure claims are processed accurately and timely;
- Processes to identify fraudulent claims, abuse, and other fraudulent actions;
- · Procedure for handling emergency admissions requests;
- Procedures for handling and resolving claim inquiries from Members; and
- Procedure for resolving errors, including overpayments.

#### 7) Account Management

The Respondent shall describe its approach to account management, including:

- What positions will be assigned to the Account Management function/team;
- Job descriptions for those assigned positions;
- Identifying the proposed Contractor Representative, their resume, and position within the organizational structure;
- How the relationship with the Broker Partner and District will be managed; and
- Describing what differentiates the Respondent from other companies in terms of Account Management.

## e. TAB E Implementation and Transition Plan (limit 25 pages)

To ensure complete and successful implementation of services, and a smooth transition to the Contract(s), the Successful Respondent shall provide a preliminary Implementation and Transition Plan (Plan). This Plan shall outline key activities that must be completed while working with the Board and the current contractor during a transition period. Each Respondent shall describe in detail their Plan for:

- Onboarding of resources;
- Implementing new services, by service area;
- Provider network set-up with the most advantageous discount rates, if applicable;
- Introduction to District stakeholders;
- Member communication and onboarding focused on minimizing the disruption of a transition to Members and their dependents;
- The transition of services from current healthcare providers that may be out-of-network; and
- Other required service operation transition services.

## f. TAB F Additional Ideas for Improvement, Innovation, Cost Reduction, and Supplemental Materials (limit 35 pages)

In TAB F of its Reply, each Responded is invited to elaborate on innovative solutions, additional ideas, pricing models, plan structures, or tools for service improvements that are not specifically addressed in TABs B – E but may be made available via the Respondent's offering and the potential benefits to the Board that each would bring. The District is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. Each Respondent must describe, in detail, all additional features, capabilities, or services that it will provide in the additional features section. **Actual proposed pricing shall only be provided using Attachment I, Rate Information Sheet.** 

## 3.2. Contents and Format of Cost Reply Submittals

Each Respondent shall complete and submit Attachment I, Rate Information Sheet, indicating pricing for the Contract's initial term. The Rate Information Sheet shall <u>NOT</u> be included in the Respondent's Technical Reply. The Cost Replies shall be provided in a separate, sealed

envelope. This envelope may be included in the shipping package with the Respondent's Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Reply, actual pricing shall only be included in the Cost Reply. Inclusion of price information in the Technical Reply may result in finding the Reply non-responsive. Cost points will be awarded based on Attachment I, as described in Section 3.3 and Attachment IX of this ITN. The District may request that Respondents submit alternate pricing models during the Negotiation Phase of the ITN process.

#### Each Cost Reply shall include:

- Attachment I, Rate Information Sheet;
- Total cost to the District and Members, both with and without optional services;
- Any pooling point and associated costs;
- Any profit-sharing programs offered;
- Any wellness funds offered:
- Any rate guarantees available;
- The credibility factor used (e.g., manual blend at 75% or fully credible);
- Any cost assumptions such as plan structure, exclusivity, etc.
- What levels and amounts of network discount, claims target guarantees and performance guarantees or medical loss ratio (MLR) reimbursements are available to provide the best value; and
- The renewal rating process and methodology proposed, including the timeline of renewal calculations and offer.

## 3.3. Reply Evaluation and Negotiation Process

The ITN process is used to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the District may negotiate to receive the best value.

This process involves two (2) phases; the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed using the Evaluation Criteria, specified in Attachment IX, by an Evaluation Team designated by the District. Cost Replies will be evaluated by the LCS Purchasing Office using the Cost Evaluation Criteria on Attachment IX. Scores will be combined, establishing the Respondent's overall score (including the Technical and Cost Score). The overall scores will be reviewed to establish a competitive range of Replies reasonably susceptible of an award. The District, at its sole discretion, will determine which of those Respondents, if any, with which to proceed to the Negotiation Phase. After negotiations are conducted, the Board will award the contract to the Responsible Respondent who it determines will provide the best value to the Board, based on the Selection Criteria in this ITN.

### a. Evaluation Phase Methodology

The designated Evaluation Team members will individually and independently review and evaluate each Reply on each of the following Technical Evaluation sections, per the criteria included in Attachment IX.

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
References and Prior Work Experience	1-5	10%	100
Description of Solution and Innovation	1-5	10%	100
Plan Benefits Service Area Detail	1-5	20%	200
Provider Network Service Area Detail	1-5	20%	200
Utilization Management Services Area Detail	1-5	10%	100
Preventative Health/Wellness Program Service Area Detail	1-5	5%	50
Member Engagement Service Area Detail	1-5	5%	50
Claims Processing Service Area Detail	1-5	5%	50
Account Management Service Area Detail	1-5	5%	50
Reporting Service Area Detail	1-5	10%	100
Reporting Service Area Detail	TOTAL	100%	1,000

Evaluation Team members will assign a score of 1–5 (using **no fractions or decimals**) to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
Poor  Reply fails to address the component or it does not describe any experience related to the component; OR  Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.		1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering; <b>OR</b> Reply meets many of the basic requirements specifications, or provisions, but is lacking in some essential respects for the specific criteria.	2
Adequate	Reply adequately meets the minimum requirements, specifications, or provisions, and is generally capable of meeting the District's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specifications, or provisions, and exceeds those requirements in some respects for the specific criteria.	4

Assessment	Scoring Guidelines	Evaluator Score
Excellent	Reply fully meets all minimum requirements, specifications, and provisions and exceeds the requirements in most aspects for the specific criteria.	5

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Respondent's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The District will combine the Respondent's Final Technical Reply Score and the Respondent's Final Cost Reply Score to determine the Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second-highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Respondents may be invited to participate in the Negotiation Phase. At the District's determination, Responsive Respondent(s) will be invited to the Negotiation Phase based upon their Final Evaluation Scores. Respondents are cautioned to propose the best possible offers in its initial Replies, as failing to do so may result in the Respondent not being selected to proceed to the Negotiation Phase.

### b. Negotiation Phase Methodology

In the Negotiation Phase, the Respondent's negotiators will meet with the District's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and conditions, as applicable to the services being procured through this ITN. Respondents should be prepared, if invited, to participate in on-site negotiations with the District's Negotiation Team located in Tallahassee, Florida. By submitting a Reply, a Respondent agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Respondents should assume these terms will apply during the Contract term, but the District reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the District determines that it provides the best value to the District or its Members.

#### Reservation of Rights

The District reserves the right to negotiate with any or all Responsive and Responsible Respondents, consecutively or concurrently, to determine the best value for a recommendation of award. During the Negotiation Phase, the District reserves the right to exercise the following rights. This list is not exhaustive.

- 1) Schedule additional negotiation sessions with any or all Responsive Respondents.
- 2) Require any or all Responsive Respondents to provide additional revised or final written Replies addressing specified topics.
- 3) Require any or all Responsive Respondents to provide a written Best and Final Offer (BAFO).
- 4) Require any or all Responsive Respondents to address services, prices, or conditions offered by any other vendor.

- 5) Pursue a Contract with one or more Responsive Respondents for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
- 6) Pursue the division of Contracts between Responsive Respondents by plan type, member type, geographic area, or any other criterion the District determines is in its best interest.
- 7) Arrive at an agreement with any Responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents.
- 8) Decline to conduct further negotiations with any Respondent.
- 9) Re-open negotiations with any Respondent.
- 10) Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
- 11) Review and rely on relevant information contained in the Replies received from any Respondent.
- 12) Review and rely on relevant portions of the evaluations conducted.
- 13) Reject any and all Replies if the District determines such action is in the best interest of the District.
- 14) Negotiate simultaneously or separately with competing Respondents.
- 15) Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the interested entities offering such portions.
- 16) Utilize subject matter experts, subject matter advisors, and multi-governmental entities advisors to assist the Negotiation Team.
- 17) Contact other clients of the Respondent whether the Respondent submitted them as a reference, with or without informing the Respondent.
- 18) Visit a site where the Respondent is currently providing goods or services, with or without inviting the Respondent to participate.

The District has sole discretion in deciding whether and when to take any of the foregoing actions, the scope, and manner of such actions, the Responsive Respondent(s) affected, and whether to provide concurrent public notice of such decision(s).

Before award, the District reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for proper evaluation of Replies. Respondents that proceed to negotiations will be required to make an in-person presentation/demonstration and may be required to provide additional references, an opportunity for a site visit, etc. The District reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the District will review references as described in Section 3.1, b., and assess the extent of success of the projects associated with those references.

The District also reserves the right to contact references provided or not provided by the Respondent. Respondents may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Respondent.

## 3.4. Final Selection and Notice of Intent to Award

The focus of the Negotiation Phase is to achieve the solution that satisfies the District's primary goals as identified in Section 2.5 of this ITN while providing the best value to the District, based upon the selection criteria listed below.

#### a. Selection Criteria

- 1) The Respondent's articulation of its overall approach to providing the requested services;
- 2) The innovation of the Respondent's approach to providing the services;
- 3) The Respondent's articulation of its solution and its ability to implement and execute the solution to meet the goals and objectives of this ITN;
- 4) The Respondent's demonstrated ability to provide comprehensive quality services costeffectively and affordably;
- 5) The strength of the Respondent's network and the ability to provide Member services with minimal disruption;
- The Respondent's experience in providing the services being procured and the maturity of its solution and offering;
- 7) How the Respondent's approach satisfies the goals identified herein;
- 8) The Respondent's approach to minimizing the risk to the District of future rate/price changes and the predictability of the renewal process; and
- 9) The value of the Respondent's proposed rates/pricing and any offered Value-Added Services.

## b. Best and Final Offers (BAFOs) and Award Decision

After the Negotiation Phase, the District will issue a written Request for Best and Final Offer(s) (RBAFO) to one (1) or more of the Respondents who participated in negotiations.

At a minimum, based upon the negotiation process, BAFOs must contain:

- 1) A revised Description of Solution;
- 2) All negotiated terms and conditions; and
- 3) A final Cost Reply.

Each BAFO will be submitted to the District for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to make a recommendation of award to the Offer that they determine constitutes the best value to the District, based upon the Selection Criteria. In so doing, the Negotiation Team is not required to score any Respondent's BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase scores. The Procurement Officer will prepare a report to the Leon County School Board regarding the recommendation of the Negotiation Team.

The District does not anticipate re-opening negotiations after receiving BAFOs but reserves the right to do so if it is in the best interest of the District.

## 3.5. Advertising Notice of Board Decision

The Negotiation Team will send its award recommendation to the Board. The Board will make the final award decision whether to reject all replies or award the ITN to the Respondent(s) who provides the best value, based on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

## 3.6. No Prior Involvement and Conflicts of Interest

Any Respondent who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation.

Additionally, no Respondent shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Respondent. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Board. The Respondent shall have no interest, and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

## 3.7. Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the District with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Respondent submits its Reply to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondent's

determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its Reply, the District is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

## 3.8. Small Business Participation

The Board established the Small Business Development Program to support innovative race and gender-neutral strategies to promote small business participation per Board Policy 6325.

### 3.9. Local Business Preference

This ITN, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450.

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## **SECTION 4: Contract Terms and Conditions**

## 4.1. Contract Modifications

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The District and the firm will enter into negotiations for the annual plan pricing for the coverage years beginning October 1, 2024, and October 1, 2025.

Any changes, other than purely administrative changes or otherwise stated in the Contract, will require a written change order or formal Contract amendment.

## 4.2. Use by Other Public Agencies

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation and the District has determined conducting our own solicitation is in our best interest.

## 4.3. Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Respondents due to this ITN or Contract.

## 4.4. E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.gov/employers, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

#### 4.5. Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of Reply submission must be identified in the submitted Reply using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District.

No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property, shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood, and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

## 4.6. Background Screening Requirements

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract. The Contractor shall bear all costs associated with background screening.

#### **District Contact**

Donald Kimbler
Office of Safety & Security
Leon County Schools

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

#### 4.7. Insurance

The Respondent shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Respondent and the District under any Contract resulting from this ITN. This shall include but is not limited to, workers' compensation, general liability, and property damage coverage. The District must be an additional named insured on the Respondent's insurance related to the Contract. Upon the execution of the Contract, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

## 4.8. Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Respondent. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District, and may not be copied or removed by any employee of the Contractor's without express written permission of the District.

The Contractor, without exception, shall indemnify, and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Contractor the full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

## 4.9. Independent Contractor Status

The Successful Respondent shall be considered an independent contractor in the performance of its duties, and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

## 4.10. Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring

compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

## 4.11. Assignment

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida, upon giving written notice to the Contractor.

### 4.12. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

## 4.13. Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

## 4.14. Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees, and of the general public which is served by the Board, either directly or indirectly, through these services.

## 4.15. Americans with Disabilities Act

The Respondent shall comply with the Americans with Disabilities Act (ADA). In the event of the Respondent's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Respondent may be declared ineligible for further contracts.

## 4.16. Employment of District Personnel

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

## 4.17. Legal Requirements

The applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Replies received in response to this ITN and shall govern any and all claims and disputes which may arise between a person(s) submitting a Reply hereto and the Leon County School Board, by and through its

officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

## 4.18. Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida

#### 4.19. Default

If the awarded Respondent should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law and/or in equity.

### 4.20. Termination

#### a. Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

#### b. Termination for Cause

Performance issues will be handled per Section 2.8 of the ITN. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

## c. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

### d. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

## e. Contract Termination Requirements

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

### 4.21. Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Respondent for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Respondent to allow public access to all documents, papers, letters, or other material made or received by the Respondent in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

#### 4.22. Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

## 4.23. Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to

writing and delivered to the District's Divisional Director of Business Services, or designee. The District's Divisional Director of Business Services or designee shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

## 4.24. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Respondent certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Respondent agrees the Board may immediately terminate the Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Reply for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

## 4.25. Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

## 4.26. Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list 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 a 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer, nor its principal Vendor, agent or representative is presently on the discriminatory vendor list, or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

## 4.27. Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S. "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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building

or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer, nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

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## **SECTION 5: Definitions**

In this ITN, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

Vendor	A Vendor who has a physical business address, staffed by at least one (1) person, in the geographical boundaries of the following Florida counties, Gadsden, Jefferson, or Wakulla.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Contract	The written agreement entered by the Board and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District's representative, or their designee, responsible for oversight of the resulting Contract including performance monitoring and certification of invoices for payment.
Day	A calendar day, unless otherwise noted.
Dependent(s)	The eligible spouse, child, or family member receiving benefits through a Member.
District/Board (LCS)	Leon County School District, with the Leon County School Board serving as the contracting entity
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Respondent to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Respondent over other Respondents, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Member(s)	An eligible LCS employee that has enrolled in the applicable health plan.
Member Engagement	When providers, patients, and the medical benefits Contractor work together to enhance the patient's experience and access to healthcare including, but not limited to, communications, notifications, patient portals, mobile applications that help moniton health, how to locate network providers, and health literacy information.
Minor Irregularity	A variation from the requirements herein that does not give the Respondent a substantial competitive advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the District.
Respondent	A legally qualified corporation, partnership, or other business entity that submits a Reply to the District in response to this ITN. This term differs from suppliers, which refers to the marketplace at large.
Responsible Respondent	A Respondent who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Reply	aspects of this ITN.
Subcontract	An agreement between the Contractor and any other person or organization, in which that person or organization agrees to perform any duties on the Bidder's behalf under

the Contract. The Successful Respondent is not relieved of its duties under the Contract when it enters a Subcontract.

Successful Respondent(s) or Contractor The Respondent(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITN.

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## Attachment I Rate Information Sheet

Each Respondent shall submit rates for the base/initial term in the tables below. Renewal rates will be calculated based on the methodology proposed and accepted through the Negotiation Phase. These rates shall be inclusive of the services sought and defined in the ITN. All cost assumptions should be detailed with the Respondent's Cost Reply, per Section 3.2. All Rates should reflect the Proposed 10-month Rate.

The "Closest Match" Proposed Plan Rates will be used to calculate the Cost Reply Score; however, the "Respondent's Recommended Alternative" Proposed Plan Rates will be an important topic and factor in the Negotiation Phase.

## **Closest Match to Capital Selection HDHP HMO**

Tier	Proposed Plan Rates Closest Match to Capital Selection HDHP HMO	x	Weight	=	Weighted Plan Rates Closest Match	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	х	.25	=	\$	\$
2-Person Coverage	\$	x	.25	=	\$	\$
Family Coverage	\$	x	.25	=	\$	\$
Family Coverage (2 District Employees)	\$	х	.15	=	\$	\$
Overage Dependent	\$	x	.10	=	\$	\$
Weighted Close	est Match to Capital Sele		SUBTOTA n HDHP H	2	\$	

#### **Closest Match to Value Selection HMO**

Tier	Proposed Plan Rates Closest Match to Value Selection HMO	x	Weight	=	Weighted Plan Rates Closest Match	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	x	.25	=	\$	\$

Tier	Proposed Plan Rates Closest Match to Value Selection HMO	x	Weight		Weighted Plan Rates Closest Match	Proposed Plan Rates Respondent's Recommended Alternative
2-Person Coverage	\$	x	.25	=	\$	\$
Family Coverage	\$	x	.25	=	\$	\$
Family Coverage (2 District Employees)	\$	×	.15	=	\$	\$
Overage Dependent	\$	x	.10	=	\$	\$
Weighte	d Closest Match to Value		UBTOTAL		\$	

## Closest Match to BlueOptions 05172/05173 PPO

Tier	Proposed Plan Rates Closest Match to BlueOptions 05172/05173 PPO	x	Weight	=	Weighted Plan Rates Closest Match	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	x	.25	=	\$	\$
2-Person Coverage	\$	x	.25	=	\$	\$
Family Coverage	\$	x	.25	=	\$	\$
Family Coverage (2 District Employees)	\$	х	.15	=	\$	\$
Overage Dependent	\$	x	.10	=	\$	\$
	4	S	UBTOTAL	C		
Weighted Closest	Match to BlueOptions 0	517	2/05173 P	PO	\$	

## Closest Match to BlueOptions 03559 PPO

Tier	Proposed Plan Rates Closest Match to BlueOptions 03559 PPO	x	Weight	=	Weighted Plan Rates Closest Match	Proposed Plan Rates Respondent's Recommended Alternative
Single Coverage	\$	×	.25	=	\$	\$
2-Person Coverage	\$	х	.25	=	\$	\$
Family Coverage	\$	x	.25	=	\$	\$
Family Coverage (2 District Employees)	\$	x	.15	=	\$	\$
Overage Dependent	\$	x	.10	=	\$	\$
Weighted (	Closest Match to BlueOp		SUBTOT <i>E</i> ns 03559 l	700	\$	

Company Name	Authorized Representative (Signature)	Date
By initialling this box, I verify the submitted rates are a 10-month rate.	GRAND TOTAL CLOSEST MATCH PLAN RATE (add Subtotals A, B, C, and D)	\$

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## Attachment II Required Provisions Certifications

### 1. Business/Corporate Experience

This is to certify that the Respondent has at least three (3) years, within the last five (5) years, of business/corporate experience in providing health insurance coverage to commercial or governmental clients, as described in this ITN.

#### 2. Prime Vendor

This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).

### 3. Meets Legal Requirements

This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

#### 4. Financial Standing

This is to certify that the Respondent is currently licensed to operate as an insurer in the State of Florida and has a current AM Best rating.

#### 5. Data Location

All data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time.

#### 6. Federal Debarment

This is to certify that the Respondent, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

#### 7. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.

#### 8. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.

#### 9. Statement of Non-Disclosure

This is to certify that neither the rates contained in this Reply nor the approximate amount of this Reply has been disclosed before award, directly or indirectly, to any other Respondent or any competitor.

#### 10. Statement of Non-Collusion

This is to certify that the prices and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other

Respondent or with any competitor and not to restrict competition. Replies that have pricing contingent on another Respondent's offer shall submit a joint Reply.

## 11. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.

STATE OF FLORIDA COUNTY OF		
	Authorized Representative (Print)	Authorized Representative (Signature)
notarization thisauthorized representative	was acknowledged before me by mo day of, 20, b ) as _(Vendor Name).	eans of [] physical presence or [] online y (name of (position title) for
	Notary Signature	
(NOTARY SEAL)	Name of Notary (Typed, Print	ed, or Stamped)
Personally Known	OR	
Produced Identification _	Type of Identification	

Notice of Conflict of Interest Attachment III ITN 506-2023 Group Health Insurance Re-Procurement

## Attachment III Notice of Conflict of Interest

Vendor Name:			
Solicitation Number: ITN 506-2023			
To participate in this solicitation proce the undersigned corporate officer here Respondents shall complete either Se	by discloses the following	rovisions of Chapter 11. g information to the Leoi	2.313, Florida Statutes, n County School Board.
	Section I		
I hereby certify that no official or empl these specifications has a material fin	oyee of the School Board ancial interest in this con	d requiring the goods of npany.	services described in
Authorized Representative (Signature)	nature)	Authorized Repre	sentative (Print)
	Section 2		
I hereby certify that the following name material financial interest(s) (over 5%) with the Leon County Supervisor of El	in this company, and the	ey have filed Conflict of	ployee(s) have Interest Statements
Name	Title/Position		Date of Filing
Authorized Representative (Sigr	aature)	Authorized Repres	sentative (Print)

## Attachment IV Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Respondent's representative shall be:	Respondent	urposes, should the be awarded, the presentative shall be:
Name:			
Title:			
Street Address:			
City, State, Zip code			
Telephone: (Office)			
Telephone: (Cell)			>
Email:			
Company Name	Authorized Representativ	ve (Signature)	 Date
FEIN #	Authorized Representative	Authorized Representative (Printed)	

## Attachment V Respondent's Reference Form

n the spaces provided below, the Respondent shall list all company names under which it has operated during the past five (5) years.	
ast live (5) years.	

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- · Persons employed by the District within the past three (3) years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- · Board members within the Respondent's organization.
- · Relatives of any of the above.

Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.

## Respondent's Reference Form

## Reference #1

eference Compan		WIRAL CONSCION		
Company Name		Address		
Primary Contact Person		Secondary Contact Person		
Name		Name		
Title		Title		
Phone		Phone		
Email		Email		
Location Where Ser Provided	vices Were			
Contract Term	Market Labels in			
		Effective Date (Month/Ye	ar)	Termination Date (Month/Year
rief description o	f the services perfor	med for this referenc	e:	
Vould you contract	with the Respondent		No	
Would you contract Overall contract per	with the Respondent	again? Yes Fair O Adequate O 0	No	
Nould you contract Overall contract per Signature (Primar)	with the Respondent formance: O Poor O y Reference Contact nent was acknowledged	again? Yes Fair O Adequate O (	No Good O Exce Date	ellent esence or [] online notarizatio
Vould you contract  Overall contract per  Signature (Primary	with the Respondent formance: O Poor O  y Reference Contact nent was acknowledged of, 20	again? Yes Fair O Adequate O (	No Good O Exce Date Date	ellent esence or ∐ online notarizatio authorized representative) as
Nould you contract Overall contract per Signature (Primar	with the Respondent formance: O Poor O  y Reference Contact nent was acknowledged of, 20	again? Yes Fair O Adequate O (	No Good O Exce Date Date	ellent esence or ∐ online notarizatio authorized representative) as
Would you contract Overall contract per Signature (Primar)	with the Respondent formance: O Poor O  y Reference Contact nent was acknowledged of, 20	again? Yes Fair O Adequate O ( 	No Good O Exce Date Date	ellent esence or ∐ online notarizatio authorized representative) as

## Respondent's Reference Form

## Reference #2

Company				
Name		Address		
Primary Contact Person		Secondary	Contact Pe	erson
Name		Name		
Title		Title		
Phone		Phone		
Email		Email		
Location Where Serving Provided	vices Were			
Contract Term				
		Effective Date (Month/Ye	ear)	Termination Date (Month/Yea
rief description of	the services perform	med for this referenc		
Vould you contract w	ith the Respondent a	gain? Yes	e: No	
Vould you contract w	ith the Respondent a		e: No	
Vould you contract w Overall contract perfo	ith the Respondent a	gain? Yes	e: No	
Vould you contract w Overall contract perfo	rith the Respondent a rmance: O Poor O F Reference Contact)	gain? Yes Fair O Adequate O G	No Good O Exc Date	ellent
Vould you contract wolverall contract perfolionistics  ignature (Primary Fine foregoing instrumer is day of	rith the Respondent a rmance: O Poor O F  Reference Contact)  nt was acknowledged be	gain? Yes Fair O Adequate O G  efore me by means of [_	No iood O Exc Date ] physical pro-	ellent esence or [] online notarization
Vould you contract wolverall contract perfolionistics  ignature (Primary Fine foregoing instrumer is day of	rith the Respondent a rmance: O Poor O F  Reference Contact)  nt was acknowledged be	gain? Yes Fair O Adequate O G	No iood O Exc Date ] physical pro-	ellent esence or [] online notarization
Vould you contract w Overall contract perfo  ignature (Primary File to the foregoing instrument is day of day of	rith the Respondent a rmance: O Poor O F  Reference Contact)  nt was acknowledged be	gain? Yes Fair O Adequate O G  efore me by means of [_	No iood O Exc Date ] physical pro-	ellent esence or [] online notarization

## Respondent's Reference Form Reference #3

Company	12/02/03			
Name	Address			
Primary Contact Person	Secondary Contact Person	Secondary Contact Person		
Name	Name			
Title	Title			
Phone	Phone			
Email	Email			
Location Where Services Were Provided				
Contract Term				
	Effective Date (Month/Year) Term	ination Date (Month/Year)		
Brief description of the servi	репогмеа for this reference.			
Would you contract with the Re				
Would you contract with the Re	ondent again? Yes No Poor O Fair O Adequate O Good O Excellent			
Would you contract with the Re Overall contract performance:  Signature (Primary Reference	ondent again? Yes No Poor O Fair O Adequate O Good O Excellent Contact) Date	or [_] online notarizatio		
Would you contract with the Re Overall contract performance:  Signature (Primary Reference  The foregoing instrument was acl	ondent again? Yes No  Poor O Fair O Adequate O Good O Excellent  Contact)  Date  wledged before me by means of [] physical presence	or ∐ online notarizatio zed representative) as		
Would you contract with the Re Overall contract performance:  Signature (Primary Reference The foregoing instrument was act	ondent again? Yes No Poor O Fair O Adequate O Good O Excellent Contact) Date	zed representative) as		
Signature (Primary Reference The foregoing instrument was act this day of(	ondent again? Yes No  Poor O Fair O Adequate O Good O Excellent  Contact)  Date  wledged before me by means of [_] physical presence _, 20, by(name of authorize	zed representative) as		

## Attachment VI Local Preference Affidavit

To qualify for the Local Vendor Preference, a Respondent must be physically located in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Reply Opening. The Respondent, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

The Respondent affirms that it is a Local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Respondent Name:			
County of Location:			
			at this Location:
			on County Schools?
STATE OF FLOR	RIDA		
			horized Representative (Signature)
The foregoing instrum	nent was acknowledg	led before me by means of ∐ pl	hysical presence or [ ] online
			(name of authorized
		(position title) for	
(company name).			
	Notary Signature		
(NOTARY SEAL)	Name of Notary (	Typed, Printed, or Stamped)	
Personally Known [	OR Produced Ide	entification] Type of Identif	fication

# Attachment VII Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a <u>separate sheet</u> for each su	abcontractor.					
Prime Respondent Name:						
Type/Description of Goods or Service Subcontractor will provide:						
Subcontractor Company Name:	FEIN:					
Contact Person:	Contact Phone Number:					
Address:						
Email address:						
Currently Registered as a Small Business with Leon County Schools?	Yes No					
Local Respondent?	YesNo					
In a job description format, identify the retechnical specifications or scope of serv	responsibilities and duties of the subcontractor based on the vices outlined in this solicitation.					

# Attachment VIII Benefit Comparison Table

# Respondents shall complete the following table for both the "closest match" and "alternative plans."

a describe man	<b>Current Plan</b>		)		
<b>Coverage Category</b>	Coverage Type	Coverage Level	Closest Match Plan	Alternative Plan	
<b>新型的图像图像</b>		Capital Selection H	MO		
	Single	\$0			
O	Family	\$0			
Overall Deductible	Other Deductibles for Specific Services?	No			
Out-of-Pocket	Single	\$2,000			
Maximum (Medical)	Family	\$4,500			
Out-of-Pocket	Single	\$4,600			
Maximum (Pharmacy)	Family	\$8,700			
Specialty Care	Referral to See Specialist	Yes			
——————————————————————————————————————	Specialist Visit	Office: \$40/Visit Telehealth: \$40/Visit			
Testing	Diagnostic Test	No Charge			
resung	Imaging	\$100/Visit			
	Tier 1	\$15/\$30/\$45			
Pharmacy	Tier 2	\$30/\$60/\$90			
i namacy	Tier 3	\$50/\$100/\$150			
	Specialty	\$50			
	Ambulatory Service Facility Fee	\$100/Visit			
Outpatient Surgery	Hospital Facility Fee	\$250/Visit			
	Physician/Surgeon Fees	\$40/Provider			
	Emergency Room Care	\$300/Visit			
Immediate Medical Attention	Emergency Medical Transportation	\$100/Transport			
	Urgent Care	Urgent Care Center: \$25/Visit Telehealth: \$25/Visit Amwell: \$15/Visit			
Hospital Stay	Facility Fee	\$250/Admission \$250/Observation			
	Physician/	No Charge if			

	Current Plan	<b>建设工业工工</b>	Closest Match Plan	Alternative Plan
Coverage Category	Coverage Type	Coverage Level	Ologogi illatoli i lali	
Ademidis' No.	Surgeon Fees	Admitted Observation: \$40/Provider		
Mental Health	Outpatient Services	\$40/Visit		
Services	Inpatient Services	\$250/ Admission		
Pregnancy/Childbirth	Childbirth/Delivery Professional Services	No Charge		
	Childbirth/Delivery Facility Services	\$250/Admission		
1	Home Health Care	No Charge		
	Rehabilitation Services	\$40/Visit		
A Warra Caminas	Habilitation Services	Not Covered		
Ancillary Services	Skilled Nursing Care	No Charge		
	Durable Medical Equipment	No Charge		
	Hospice Services	No Charge		
		Value Selection HDH	P HMO	
	Single	\$2,500		
	Family	\$5,000		
Overall Deductible	Other Deductibles for Specific Services?	No		
Out-of-Pocket	Single	\$4,000		
Maximum (Medical)	Family	\$8,500		
Out-of-Pocket	Single	\$2,850		
Maximum (Pharmacy)	Family	\$5,200		
	Referral to See Specialist	Yes		
Specialty Care	Specialist Visit	Office: \$75/Visit Telehealth: \$75/Visit		
T At-	Diagnostic Test	No Charge		
Testing	Imaging	\$250/Visit		
	Tier 1	\$15/\$30/\$45		
	Tier 2	\$50/\$100/\$150		
Pharmacy	Tier 3	\$100/\$200/\$300		
	Specialty	\$100		
Outpatient Surgery	Ambulatory Service Facility Fee	\$250/Visit		

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Current Plan			Alternative Dlan
<b>Coverage Category</b>	Coverage Type	Coverage Level	Closest Match Plan	Alternative Plan
	Hospital Facility Fee	\$500/Visit		
	Physician/Surgeon Fees	\$75/Provider		
	Emergency Room Care	\$500/Visit		
Immediate Medical	Emergency Medical Transportation	\$250/Transport		
Attention	Urgent Care	Urgent Care Center: \$50/Visit Telehealth: \$50/Visit Amwell: \$15/Visit		
	Facility Fee	\$500/Admission \$500/Observation		
Hospital Stay	Physician/Surgeon Fees	No Charge if Admitted Observation: \$75/Provider		
Mental Health	Outpatient Services	\$75/Visit		
Services	Inpatient Services	\$500/Admission		
Pregnancy/Childbirth	Childbirth/Delivery Professional Services	No Charge		
	Childbirth/Delivery Facility Services	\$500/Admission		
	Home Health Care	No Charge		
	Rehabilitation Services	\$75/Visit		
Ancillary Services	Habilitation Services	Not Covered		
Anchiary Services	Skilled Nursing Care	No Charge		
	Durable Medical Equipment	No Charge		
	Hospice Services	No Charge		
	SAMBARDAR	lueOptions 05172/0517	3 PPO	
	Single	\$3,000/\$5,000		
Overall Deductible	Family	\$10,000		
Overali Deductible	Other Deductibles for Specific Services?	No		
Out-of-Pocket	Single	\$6,550/\$6,850		
Maximum (Medical)	Family	\$13,100		
Out-of-Pocket	Single	\$2,850		
laximum (Pharmacy)	Family	\$5,200		
Specialty Care	Referral to See Specialist	Yes		

	Current Plan		Closest Match Plan	Alternative Plan
overage Category	Coverage Type	Coverage Level	Ologot Hateli I iali	salida de la constitución de la
	Specialist Visit	Deductible + 10% coinsurance		
	Independent Clinical Lab	Deductible		
Testing	Independent Diagnostic Testing Center	Deductible + 10% coinsurance		
-	Imaging	Deductible + 10% coinsurance		
	Generic	Retail: Deductible + \$10 copay Mail: Deductible + \$25 copay		
Pharmacy	Preferred Brand	Retail: Deductible + \$50 copay Mail: Deductible + \$125 copay		
Flamacy	Non-Preferred Brand	Retail: Deductible + \$80 copay Mail: Deductible + \$200 copay		
	Specialty	Subject to the cost share based on applicable drug tier		
	Facility Fee	Deductible + 10% coinsurance		
Outpatient Surgery	Physician/Surgeon Fees	Deductible + 10% coinsurance		
	Emergency Room Care	Deductible + 10% coinsurance		
Immediate Medical Attention	Emergency Medical Transportation	Deductible + 10% coinsurance Deductible +		
	Urgent Care	10% coinsurance		
	Facility Fee	Deductible + 10% coinsurance		
Hospital Stay	Physician/Surgeon Fees	Deductible + 10% coinsurance		
Mental Health	Outpatient Services	Deductible + 10% coinsurance		
Services	Inpatient Services	Deductible + 10% coinsurance		
Pregnancy/Childbirth	Childbirth/Delivery Professional Services	Deductible + 10% coinsurance		
1 10gilonoji orinabila.	Childbirth/Delivery Facility Services	Deductible + 10% coinsurance		
	Home Health Care	Deductible + 10% coinsurance		
Ancillary Services	Rehabilitation Services	Deductible + 10% coinsurance		

advantage of	Current Plan			
Coverage Category	Coverage Type	Coverage Level	Closest Match Plan	Alternative Plan
	Habilitation Services	Not Covered		
	Skilled Nursing Care	Deductible + 10% coinsurance		
	Durable Medical Equipment	Deductible + 10% coinsurance		
	Hospice Services	Deductible + 10% coinsurance		
智力以及是自己的社会		BlueOptions 03559	PPO	A TON HE WAY
	Single	\$500		
Overall Deductible	Family	\$1,500		
Overali Deductible	Other Deductibles for Specific Services?	No		
Out-of-Pocket	Single	\$2,500		
Maximum (Medical)	Family	\$7,500		
Out-of-Pocket	Single	\$2,850		
Maximum (Pharmacy)	Family	\$5,200		
Specialty Care	Referral to See Specialist	No		
	Specialist Visit	\$30/Visit		
	Independent Clinical Lab	No charge		
Testing	Independent Diagnostic Testing Center	\$75/Visit		
	Imaging	Physician's Office: \$30/Visit Testing Center: \$75/Visit		
	Generic	Retail: \$15/Script Mail: \$30/Script		
	Preferred Brand	Retail: \$30/Script Mail: \$60/Script		
Pharmacy	Non-Preferred Brand	Retail: \$50/Script Mail: \$100/Script		
	Specialty	Subject to the cost share based on applicable drug tier		
	Ambulatory Service Facility Fee	\$75/Visit		
Outpatient Surgery	racility ree	\$100/Visit		
	Fees	Deductible + 10% coinsurance		
Immediate Medical Attention	Emergency Room	\$100/Visit + 10% coinsurance		

	Current Plan	Closest Match Plan	Alternative Plan	
Coverage Category	Coverage Type	Coverage Level		A STATE OF THE STA
	Emergency Medical Transportation	Deductible + 10% coinsurance		
	Urgent Care	\$30/Visit Value Choice Provider: \$0 (visits 1- 2), \$30/Visit for remaining visits		u
	Facility Fee (Hospital Option 1)	\$400/Admission		
Hospital Stay	Physician/Surgeon Fees	Deductible + 10% coinsurance		
Mental Health Services	Outpatient Services	No charge		
	Inpatient Services	No charge		
Pregnancy/Childbirth	Childbirth/Delivery Professional Services	Deductible + 10% coinsurance		
r regnancy/ornidona.	Childbirth/Delivery Facility Services	\$400/Admission		
	Home Health Care	Deductible + 10% coinsurance	-	
	Rehabilitation Services	\$30/Visit		
Ancillary Services	Habilitation Services	Not Covered		
	Skilled Nursing Care	Deductible +		
	Durable Medical Equipment	Deductible + 10% coinsurance		
	Hospice Services	Deductible + 10% coinsurance		

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# Attachment IX Evaluation Criteria

### Technical Reply Evaluation Score (0 – 1,000 Points)

### **Experience and Ability to Provide Services**

Evaluation of the Respondent's experience and ability to provide services will be based upon the information contained in its entire Reply, but primarily on the information contained in **TAB B**.

#### a. References

This section will be evaluated using, but not limited to, the following considerations:

- 1) How relevant are the services described in the Respondent's references to the services sought in this ITN?
- 2) How well do the references demonstrate the Respondent's satisfactory performance of contract services of similar size and scope to the services sought in this ITN?
- 3) How well do the references demonstrate the Respondent's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the references relating to the Respondent's experience and ability to provide services?

#### b. Prior Work Experience

This section will be evaluated using, but not limited to, the following considerations:

- 1) Has the Respondent demonstrated in its Reply that it has experience in performing the requirements of contracts with similar size and scope as the services sought?
- 2) How well did the Respondent convey their ability to provide services as described in this ITN?
- 3) Does the Respondent have relevant commercial or governmental health coverage experience?
- 4) Are there any issues or concerns identified regarding the Respondent's experience or ability to provide the services sought?

### **Description of Offering**

Evaluation of the Respondent's proposed offering will be based upon the information contained in their entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but not limited to, the following considerations:

- Demonstrates the Respondent's ability to effectively provide quality health insurance with a robust provider network at the levels required by this ITN;
- 2) Maximizes operational efficiencies and supports the District's goals; and
- 3) Demonstrates a thorough, effective, and beneficial plan for the delivery of group health insurance coverage.
- 4) How well does the summary of the offering, and the explanation of why it is the best value for the District, address and meet the goals, needs, and expectations of the District and the Board?
- 5) How well does the Respondent demonstrate their understanding of the goals to be achieved via this ITN?

#### Service Area Detail Solution

Evaluation of each Respondent's service area detail solution will be based upon the information contained in **TABs D**, **F**, and **G** of a Respondent's Reply. Replies for each service area will be evaluated based on how well the offering operationally addresses the initial requirements described in Section 2,

the benefits of the innovative solutions presented and how well they meet the District's goals, and how the Respondent's transition plan for each area minimizes the disruption to the Members and Dependents. Evaluation of this area will be based upon the information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting initial requirements described in Section 2, Scope of Work, and the District's goals described in Section 2.5 of this ITN.

## Cost Reply Evaluation Score (0 - 300 Points)

A total of up to 300 points may be awarded to a Respondent's Cost Reply.

- 1) <u>Maximum Cost Points</u>: The Respondent submitting the lowest Grand Total Closest Match Rate will receive the maximum number of Cost Points.
- 2) <u>Cost Reply Score:</u> Cost Points are assigned to each Respondent based on the Base and Renewal Term Points allocated in 1), above, using Attachment I, Rate Information Sheet of its Reply. Cost Points will be determined using the formula below:

The Respondent submitting the lowest Grand Total Closest Match Plan Rate will be awarded 300 points.

$$\frac{N}{(X)} \times 300 = TCP$$

Where: N = Lowest Grand Total Closest Match Plan Rate Weighted proposed by any Respondent

X = Respondent's Actual Grand Total Closest Match Plan Rate Weighted

TCP = Total Cost Points

### Final Evaluation Score

The Reply Evaluation Score is the sum of the Respondent's weighted Technical Reply Evaluation Score (0-1,000 points) and Cost Reply Score (0-300 points).

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#### Exhibit B

- Provider Network
  - BlueOptions Provider List
  - BlueOptions Specialty Care Facilities and Providers List (provided on USB flash drive)
  - Top 25 Provider Network List
  - Network Savings Report
  - Top 25 Prescription Coverage List
- Utilization Management & Case Management
- Preventative Health/Wellness Programs
- Member Engagement
  - Member Materials
- Claims Processing
- Account Management
- Implementation & Transition Plan
- Additional Information
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  - Preventative Health & Wellness
  - Member Engagement & Customer Service
  - Sample Member Materials

		`		ortar Sciecti	OH		
		month rate		Employee		Board	% Contribution
Single	\$	968.12	\$	193.62	\$	774.50	80.00%
2 person	\$	1,936.24	\$	464.70	\$	1,471.54	76.00%
Family	\$	2,613.94	\$	735.78	\$	1,878.16	71.85%
2 Employee Fam	\$	2,613.94	\$	387.24	\$	2,226.70	85.19%
Overage Dependent	\$	1,064.93	\$	1,064.93			
		FI	ori	da Blue 035	559		
		month rate		Employee		Board	% Contribution
Single	\$	1,107.08	\$	221.42	\$	885.66	80.00%
2 person	\$	2,634.90	\$	699.70	\$	1,935.20	73.45%
Family	\$	3,454.10	\$	1,027.38	\$	2,426.72	70.26%
2 Employee Fam	\$	3,454.10	\$	442.84	\$	3,011.26	87.18%
		C	ар	ital Selectic	n		
	12 r	month rate		Employee		Board	
Single	\$	806.77	\$	161.35	\$	645.42	80.00%
2 person	\$	1,613.53	\$	387.25	\$	1,226.28	76.00%
Family	\$	2,178.28	\$	613.15	\$	1,565.13	71.85%
2 Employee Fam	\$	2,178.28	\$	322.70	\$	1,855.58	85.19%
Overage Dependent	\$	887.44	\$	887.44			
		Flo	orio	da Blue 035	59		
	<b>12</b> n	nonth rate		Employee		Board	
Single	\$	922.57	\$	184.52	\$	738.05	80.00%
2 person	\$	2,195.75	\$	583.08	\$	1,612.67	73.45%
Family	\$	2,878.42	\$	856.15	\$	2,022.27	70.26%
2 Employee Fam	\$	2,878.42	\$	369.04	\$	2,509.38	87.18%

# CHP Value

10 month rate				Board	% Contribution
\$		34.26			95.00%
\$	1,370.32	\$ 274.06	\$	1,096.26	80.00%
\$	1,849.95	\$ 369.99	\$	1,479.96	80.00%
\$	1,849.95	\$ 68.52	\$	1,781.43	96.30%
\$	753.68	\$ 753.68			

# Florida Blue 5173

10 month rate				Board	% Contribution
\$		133.89			80.00%
\$	1,593.27				74.27%
\$	2,088.64				70.89%
\$	2,088.64	\$ 267.78	\$	1,820.86	87.18%

## **CHP Value**

12 month rate			nployee		Board	
\$	570.97	\$	28.55	\$	542.42	95.00%
\$	1,141.93					80.00%
\$	1,541.63	\$	308.33	\$	1,233.30	80.00%
\$	1,541.63	\$	57.10	\$ :	1,484.53	96.30%
\$	628.07	Ś	628 07			

# Florida Blue 5173

12 month rate		Employee		Board		
\$			111.57			80.00%
\$	1,327.73	\$	341.62	\$	986.11	74.27%
\$	1,740.53	\$	506.73	\$	1,233.80	70.89%
\$	1,740.53	\$	223.14	\$	1,517.39	87.18%