

**Charleston County School District
 Request for Proposals
 Safety & Risk Services Department**

Solicitation Number: P2228

Description: Workers Compensation Claims Administration Services

Date: February 24, 2022

SUBMIT OFFER BY: March 24, 2022, BY 2:00 PM

QUESTIONS MUST BE RECEIVED BY: March 4, 2022 by 2:00 PM

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original Copy, Five (5) Hard Copies and One (1) USB Flash Drive (See page 2 for details)

PROCUREMENT OFFICIAL CONTACT: Procurement Services
 Attention: Debra Coen, NIGP-CPP, CPPO, CPPB
 3999 Bridge View Drive
 North Charleston, SC 29405
 Phone: 843-566-1982
 Email: debra_coen@charleston.k12.sc.us

The term “Offer” means your “Bid” or “Proposal”.

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the Opening date.

Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted by 4/30/2022. The award, this solicitation, and any amendments will be posted at the following website URL: <https://www.ccsdschools.com/Page/432>

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors: Acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

OFFEROR’S TYPE OF ENTITY: See Section VII Signing Your Offer & SWMBE Participation.

Small Women Minority Business Enterprise (Please Check appropriate boxes)

- | | |
|--|--|
| <input type="checkbox"/> MBE – Native American Owned | <input type="checkbox"/> Minority Owned Small Business Certified |
| <input type="checkbox"/> MBE – African American Owned | <input type="checkbox"/> Minority Owned Small Business Non-Certified |
| <input type="checkbox"/> MBE – Asian American Owned | <input type="checkbox"/> HUB Zone Small Business |
| <input type="checkbox"/> MBE – Hispanic Owned | <input type="checkbox"/> Small Business Certified |
| <input type="checkbox"/> Women Owned Small Business Certified | <input type="checkbox"/> Small Business Non-Certified |
| <input type="checkbox"/> Women Owned Small Business Non-Certified | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Minority Owned Small Business Certified | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Minority Owned Small Business Non-Certified | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Other _____ | |

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

**Request for Proposal #P2228
 Workers Compensation Claims Administration Services**

Proposals should be sent via United States Postal Service/hand delivered or courier service to:
Procurement Services
Attn: Debra Coen
3999 Bridge View Drive
North Charleston, SC 29405

NUMBER OF COPIES TO BE SUBMITTED: When submitting your proposal provide, one (1) Original hard copy, five (5) hard copies of original, one (1) flash drive electronic copy with original and redacted document. The redacted document will be used for FOIA purposes. The redacted document should not disclose any confidential or company trade secrets & etc.

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1.0 SCHEDULE OF ACTIVITIES

Event	Date
1. Issuance of Request for Proposal (RFP)	February 24, 2022
2. Non-mandatory Pre-proposal conference	None
3. Deadline for receiving Offeror's questions	March 4, 2022, by 2:00 PM
4. BID SUBMISSION DEADLINE & PUBLIC OPENNING Procurement Services 3999 Bridge View Drive North Charleston, SC 29405	March 24, 2022 BY 2:00 PM
7. Evaluation Committee Review (estimate)	March 2022
9. Selection Complete (estimate)	April 2022
11. Contract Award (estimate)	By May 15, 2022

2.0 SCOPE OF SOLICITATION

Charleston County School District intends to engage the services of a Third Party Administrator, hereinafter referred to as “TPA”, for their claim administrative services for Workers’ Compensation falling within the deductible or Self Insured Retention of their insurance program. The current TPA has been under contract since 2015.

The Charleston County School District encourages companies that have proven superior experience in providing acute or chronic medical care and claims administration for clients of similar demographics to respond to this RFP. Each proposal will receive a full and fair evaluation.

Charleston County School district is a single county-wide school district with schools in all areas of the county. Charleston County is located on South Carolina’s southeastern coast and covers an area of 1,357 square miles and has a 100-mile coastline along the Atlantic Ocean. The District employs approximately 6,500 employees.

MAXIMUM CONTRACT PERIOD – Estimated July 1, 2022 through June 30, 2027 Five years (One year with the option to renew annually) Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract – Effective Date/Initial Contract Period.”

ACQUIRE SERVICES AND SUPPLIES/EQUIPMENT - The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. Through this method, the District has attempted to provide the minimum amount of specifications and requirements in order not to transform this RFP into a Bid. The District does not want to limit your creativeness or ingenuity by over specifying the requirements of this solicitation.

3.0 INSTRUCTIONS TO OFFERORS

A. General Instructions

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.ccsdschools.com/Page/432> (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding the District’s intent to award a contract will be posted at the location specified on the Cover Page (page 1) and page 2. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation. For contracts with a total or potential value of one hundred thousand dollars or greater, notice of intended award of a contract must be given by posting the notice for ten days before entering into a contract and must be sent to all bidders responding to the solicitation.

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

BID IN ENGLISH & DOLLARS Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm’s name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting to the District a signed Bid and/or Proposal, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH

THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BOARD AS PROCUREMENT AGENT (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Charleston County School District pursuant to the Charleston County School District Procurement Code. Any contract awarded as a result of this procurement is between the Vendor and the District. The Board is not a party to such contract, unless and to the extent that the Board is using a District unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- (a)
- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
 - (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
 - (2) "Principals." For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Charleston County School District Procurement Code is available at <https://www.ccsdschools.com/Page/257>

COVENANT AGAINST CONTINGENT FEES The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, CCSD, shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or mail room which services that purchasing office prior to the bid opening.

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
7. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
10. **Offeror** - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
11. **Page two** - means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation
15. **You And Your** - means Offeror.

DRUG FREE WORK PLACE CERTIFICATION By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ENTERING INTO CONTRACT The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District's Contracts & Procurement Services Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

NOTICES All contact should be directed to Debra Coen, Procurement Official. No company should contact District staff directly. All questions should be directed in writing to Debra Coen via Email debra_coen@charleston.k12.sc.us answers to any questions submitted will be sent to all companies via solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

OMIT TAXES FROM PRICE Do not include any sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required pay, shall be provided as a separate line item.

PROPOSER'S QUALIFICATIONS Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Director of Contracts and Procurement Services, 3999 Bridge View Dr., North Charleston, SC 29405, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS / IMPROPER OFFERS (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

(d) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of the solicitation,, **You agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.**

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

SUBMITTING CONFIDENTIAL INFORMATION For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “PROTECTED” every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If

only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

Do not mark your "Cost Proposal/Bidding Schedule" Confidential.

SUBMITTING YOUR OFFER OR MODIFICATION (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TERM OF CONTRACT: It is Charleston County School District's intent to contract with the successful bidder by entering into a one (1) year agreement with the option to renew annually up to four (4) one year period. The prices submitted in response to this solicitation will be firm and not subject to escalation from the Pricing Agreement's date of execution.

WITHDRAWAL OR CORRECTION OF OFFER Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

B. Special Instructions

1. Non-mandatory Pre-Bid Conference: No Pre-Bid Conference or Site Visit is scheduled.
2. DISCUSSION WITH BIDDERS: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.
3. OPENING PROPOSALS – PRICES NOT DIVULGED In competitive sealed proposals, names nor prices will not be divulged at opening.
4. SUBCONTRACTOR APPROVAL: All subcontractors must be pre-approved by CCSD.

4.0 TERMS AND CONDITIONS

A. General Terms and Conditions

GOVERNING TERMS AND CONDITIONS: Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted CCSD Terms and Conditions by the submittal of a bid.

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

COMPLIANCE WITH LAWS During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this solicitation shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29405.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the District and the vendor.

CONTRACT VIOLATION: Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval,
- Vendor increasing contract price without approval,
- Misrepresentation of the contract to any District entity

CONTRACTOR PERSONNEL The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

ENTIRE CONTRACT The contract, including the Best Value Bid, the Proposal, and any Purchase Order issued by District pursuant to the contract, shall constitute the entire contract between the parties, and no verbal information shall be a part hereof. Any changes made to the contract shall be in writing and accepted by both parties.

FORCE MAJEURE: The vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contract capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the vendor. If the failure to perform is caused by default of a sub vendor, and if such default arises out of causes beyond the control of both the vendor and sub vendor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub vendor were obtainable from other sources in sufficient time to permit the vendor to meet required delivery schedule.

GUARANTEE The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his./her own expense, to repair or replace the same.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

INSTALLATION Where equipment is called for to be installed under this bid, it shall be placed leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. the vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her works. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

INSURANCE

1. The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Type of Insurance

Workers Compensation, Applicable Federal and Employer’s Liability

1. State	Statutory
2. Applicable Federal	Statutory
3. Employer’s Liability	\$100,000 per accident \$500,000 disease, policy limit \$100,000 disease, each employee

Federal Liability Insurance including completed operations and product liability covers:

1. General Aggregate (Except Products – Complete Operations):	\$1,000,000
2. Products – Completed Operations Aggregate:	\$1,000,000
3. Personal and Advertising Injury (Per person/organization):	\$1,000,000
4. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
5. Fire Damage (Any one fire):	\$1,000,000
6. Medical Expense (Any one person):	\$1,000,000
7. Property Damage Liability Insurance will provide explosion, collapse and underground coverage where applicable.	
8. Excess Liability (Umbrella Form)	
a) General Aggregate:	\$2,000,000
b) Each occurrence (bodily injury and property damage)	\$1,000,000

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

LATENT DEFECTS: Contractor warrants that upon notification by the District of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP.

LICENSES AND PERMITS During the term of the Contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by CCSD, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

MATERIALS REQUIRED Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special purchase order clauses and (e) instructions to bidders.

OTHER WRITTEN BASIS FOR PROPOSAL: If any of the Offeror's proposal has, as its basis, written statements (other than the RFP) provided to him by the District (such as notification of a change in the specifications), the Offeror is to identify and include those statements in his proposal at the place or places applicable.

PACKAGING AND DELIVERY All shipments will be FOB, freight prepaid, to the purchase order "ship to" location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. In consideration of satisfactory performance of the requirements of this contract, the District shall pay the contractor in accordance with the vendors Price Proposal/ Exhibit E, in no event to exceed an amount of authorized by written Purchase Order(s) issued by the District pursuant to this contract.

(a) Payments to the contractor shall be made no later than thirty (30) days after the later of District's receipt of a proper invoice for performance by the contractor, and acceptance by the District of such performance pursuant to the terms of the RFP. Each invoice must include the contractor's Federal Tax Identification Number.

(b) In addition to any other remedies, if in the sole opinion of the District, the contractor fails to perform in a satisfactory and timely manner, the District may refuse or limit approval of any invoice for payment, and may cause payments to the contractor to be reduced or withheld until such time as the contractor meets performance standards as established by the District.

A purchase order will be issued and must be referenced on all invoices presented for payment. See also Universal Service (E-Rate) Requirements in Section 5. Qualifications.

PERFORMANCE AUDITS: The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

PRICES Prices under this contract are "not to exceed" prices. District is not authorized to pay more than the stated price. Contractors may offer, and District may accept prices below those listed on the contract. Submission of the Price Proposal certifies that the proposal is accurate and binding and that all costs are shown and accurately reflects the total Technical proposal cost. All prices shall be stated in United States currency.

PRICE ADJUSTMENT Any request for price increase must be submitted in writing to Procurement Services at least ninety (90) days prior to the requested date for the increase. Price increases will only become effective if agreed to, in writing by Procurement Services. The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI). All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the Procurement Officer.

PRICE ADJUSTMENTS – LIMITED BY CPI "All Items": Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICE CERTIFICATION: I hereby certify that the price included in this proposal is accurate and binding and that all costs are shown and accurately reflect my total proposal cost.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: “an employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to “the hazard communication standard” OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASING CARD Contractor agrees to accept payment by the Charleston County School District Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows the District to make authorized purchases from a vendor without the requirement to issue a purchase order

PURCHASE ORDER A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

PUBLICITY RELEASES Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

QUALITY OF PRODUCT (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

REJECTION: The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this contract.

RISK OF LOSS: The vendor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

RECORDS RETENTION AND RIGHT TO AUDIT: Charleston County School District has the right to audit the books and records of the vendor as they pertain to this solicitation/contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the purchase order.

SEVERABILITY: In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Contracts and Procurement Services Director in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Charleston County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government’s sovereign immunity or the government’s immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term “agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SUBCONTRACTOR IDENTIFICATION: If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, CCSD may evaluate your proposed Subcontractors.

SUBCONTRACTING; ASSIGNMENT: The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

TAXES Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by CCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by CCSD. It shall be solely CCSD's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by CCSD to Contractor, Contractor shall be liable to CCSD for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION: Subject to the conditions below, the District providing a (30) thirty-day advance notice in writing is given to the vendor may terminate the contract for any reason.

NON-APPROPRIATIONS: Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

NON-COMPLIANCE WITH THE DRUG FREE WORK PLACE ACT: In accordance with S. C. Code Workplace Act, Sections 44-107-10, et seq., SC Code, (1976) this contract is subject to immediate termination, suspension of payment, or both if the CONTRACTOR fails to comply with the terms of the Drug Free Workplace Act. The District will not be liable for any termination costs; the thirty (30) days advance notice requirement is waived.

DUE TO MALICIOUS ACTS: In the event termination is due to malicious acts by the Contractor, subcontractor or representative(s) of same that may endanger the property, employees, or reputation and/or financial status of the District, termination of the contract shall be effective immediately upon verbal notification by any District representative. The Provider shall cease all services within twenty-four (24) hours of the verbal notice of termination. In the event of termination the vendor shall be paid for services performed up to the termination date.

INSOLVENCY: This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

TERMINATION BY CONTRACTOR: Requests for termination of this contract by the contractor must be received in writing by Procurement Services at least ninety (90) days before the requested contract termination date.

WARRANTY Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of one year. When notified by the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District

WAIVERS The waiver of any part of this contract shall not be construed to be a waiver of the whole and the remaining terms and conditions shall remain in full force and effect. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

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5.0 QUALIFICATIONS

Proposals will be accepted from bidders who are regularly established in the business called for, and who, in the judgment of the district, are financially responsible and able to show evidence of their reliability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

At least one reference must be a school district. At least one reference must be from South Carolina.

6.0 BASIS OF AWARD

AWARD CRITERIA: It is the intent of the District to issue one award to complete the requirements within. The district reserves the right to enter into negotiations and make an award to the next highest rank/score proposer, if the District determines after making an award, that multiple awards are required to complete this project in the required time.

Offerors must meet the minimum qualifications listed in Section 5 in order to receive consideration. The Proposal offered by Contractor must also meet the Scope of Work/Specifications in Section 7 .Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the Charleston County School District. The District reserves the right to select and award on any individual item basis, group basis, or all or none basis.

EVALUATION FACTORS – PROPOSALS (List in order of importance) Written proposals will be evaluated and prospective claim service providers **may** be invited to make an oral presentation to Charleston County Schools District. Presentations will be held at a date to be determined. No presentations are scheduled at this time.

EVALUATION FACTORS		POINTS
1	Project understanding and soundness of project approach and methodology <ul style="list-style-type: none"> The degree to which a vendor meets the requirements as outlined in the solicitation/proposal. Outline of the implementation process with timeline 	25%
2	Specialized experience of the responding firm, particularly demonstrated experience to complete projects of similar scale and complexity <ul style="list-style-type: none"> Relevant experience with similar organizations Include references to validate the work (name, title, email address, and phone number) Company Background 	25%
3	Proposed project work plan	20%
4	Specialized experience and qualifications of project team members	20%
5	Cost of budget proposal <ul style="list-style-type: none"> Product pricing model including software, maintenance, installation, training and upgrades 	10%
TOTAL POINTS		100%

NEGOTIATIONS: The Procurement Official may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked Offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked Offerors to such level of ranking as determined by the Procurement Officer.

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7.0 SCOPE OF PROJECT/SPECIFICATIONS

Charleston County School District currently is self-insured up to \$850,000. The current TPA has three (3) adjusters - 1 MO and 2 LT assigned to our account.

REQUIRED SERVICES

- A. Charleston County School District is currently focused on obtaining superior claims administration with a strong focus on the overall administration of all Workers Compensation claims filed by District employees such as:
 - 1. A system to accept notice of claims that is available 24 hours a day, 7 days a week, including holidays
 - 2. A process to make all state and federal filings as appropriate on behalf of the District
 - 3. A process for payment of all workers compensation indemnities and claims related expenses
 - 4. A process for payment of all medical services including those rendered outside the District network
- B. It is important that the successful candidate be able to provide either internally or through subcontractors, with District input and approval:
 - 1. Claims management / Investigation
 - 2. Legal case management
 - 3. Medical case management
 - 4. Reporting, including OSHA 300/300A logs
 - 5. Risk Management Information System
 - 6. Subrogation / Supersedes services
- C. The District is currently focused on obtaining a superior medical health care program with a strong focus on occupational medicine such as :
 - 1. Emergency services, surgical / short stay services and diagnostic testing
 - 2. Physical therapy / Occupational therapy
 - 3. Pharmaceuticals
 - 4. Durable medical equipment
 - 5. Professional services

It is important that the successful candidate be able to arrange treatment at sites geographically located to best serve the work site / school locations within the District.

The District is looking for an innovative respondent(s) of claims management services which **anticipates and represents the needs of its client organization and employee participants.**

Customer Service must be a primary element in claims administration and medical health care services structure.

- 1. All claims will be reported to the TPA(s) by Charleston County School District Staff. The TPA(s) are required to acknowledge receipt of the claim to Safety & Risk Services staff within 24 hours via email with a separate claim acknowledgement (or FROI) for each claim.
 - a. Prompt and proactive 24-hour 3-point contact (employer, injured employee and medical provider) on all Workers' Compensation claims.
 - b. Reserving within 15 days of reporting is required. Immediate email notification and request for approval of all reserve postings/increases in excess of \$20,000.
 - c. Lost time or questionable claims will be indexed.

- d. Strict adherence to Excess Workers Compensation Insurance Carrier reporting requirements.
 - e. Any settlement offer requires prior approval by the District.
 - f. Compliance with the current applicable Unfair Claim Practices Act.
2. Litigation management
 - a. Prompt assignment of claims to defense counsel when suit is served. The district shall receive timely updates on all pending cases in litigation, and be included in defense strategy. The district reserves the right to direct claims to counsel of their choice.
 3. The district reserves the right to use outside vendors of their choice.
- D. RMIS System
1. Access to online claims data and capability for producing custom reports.
 2. Access to real-time Adjuster Notes, including all documents.
 3. Ability to send feeds to outside vendors on a daily, weekly and/or monthly basis.
 4. Ability to receive feeds from outside vendors on a daily, weekly and/or monthly basis.
 5. Ability to upload large files, such as videos, for quicker communication.
 6. District needs a minimum of 5 users.

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INSURANCE REQUIREMENTS

During the performance of service under the proposed agreement, the Company shall maintain at least the following insurance coverages:

- a. Personal Injury, Bodily Injury and Property Damage Liability insurance including coverage for General Liability, and Contractual Liability, with at least one million dollars 1,000,000 combined single limit per occurrence.
- b. Workers' Compensation insurance as required by applicable state laws and Employer's Liability insurance of at least one million dollars \$1,000,000 limit for all employees engaged in service under this agreement.
- c. Professional Liability insurance including errors and omissions coverage in the amount of not less than five million dollars \$5,000,000.
- d. Fidelity bond with limit of Liability not less than one million dollars \$500,000 covering loss of Client's money in Company's care, custody or control and caused by dishonest act upon the part of any agent, servant or employee of the Company.
- e. Network Security/Privacy Liability coverage with not less than five million dollars \$5,000,000.
- f. Certificates of insurance evidencing these requirements shall be provided by Company to Charleston County Schools on an annual basis or more often on written requests of client.
- g. Any deductible or self-insured retention shall be disclosed to the district

The medical health provider will provide status reports on injured workers to the TPA within one (1) business day of treatment by a primary physician and five (5) business days of treatment by a specialists.

A. Legal Case Management

1. Upon direction or approval from Safety & Risk Services Staff, make timely referrals to counsel from the list of approved law firms by the District and maintain a tracking system of all case assignments made on behalf of the District

B. File Management

1. Create and maintain complete electronic documented files on each reported claim incident. Maintain appropriate claim files to support workers' compensation hearings, informal conferences, benefit denials and subrogation claims
2. Assure the availability of all files for review by the District
3. Insure an off-site back up of all data in a separate geographic region from the main server

C. Medical Case Management

1. Provide a fully integrated medical case management program with resources including, but not limited to, telephonic and field case management
2. Provide an integrated electronic system between medical case managers and claim adjusters to assure file documentation is complete
3. Medical case managers working on District's program must be, at a minimum, registered nurses (RN).
4. Work with injured workers, treating physicians, Safety & Risk Services Staff and the District's Human Resources or other Departments to identify appropriate secondary employment opportunities

D. Program Administration

1. Work with the District to develop communications to explain changes in the administration of the work injury program to department personnel
2. Schedule and attend periodic meetings with District representatives to review reports and discuss issues relative to program administration. Please indicate suggested frequency

E. Reporting

1. Produce loss reports on a monthly basis for review by the District. These reports are to be inclusive of accounting and statistical data sufficient in nature to analyze and monitor the overall and departmental financial posture, expenditure and loss profiles of the program

2. Complete and submit all forms and information in the format required by the State of South Carolina for the establishment, maintenance and operation of a self-insured workers compensation program and any and all forms required by this or other agencies external to the District
 3. Develop methods to incorporate the medical health care program's billing and payment information into the Safety & Risk Services Information System on a daily basis
 4. Generate appropriate reports, including analyses of costs and utilization of health care services and days off duty, causes of injury and costs incurred by each District department to support potential budgetary charge backs
 5. Provide OSHA 300/300A and Medicare Section 111 Mandatory Reporting
 6. Ad hoc reporting capabilities as required by the District
- F. Risk Management Information System
1. Provide a Risk Management Information System (RMIS) that is accessible to multiple users at the District at all times.
 2. The RMIS should include claim adjuster notes which should be current at all times on all claim files and indicate all activity on the claim file
 3. The RMIS should allow access to the payment system for all claims and services and allow the District to view all payments made on behalf of the District for all services
 4. The RMIS should provide current reserve information as well as reserve history on all claims
 5. The RMIS should have the capability to allow the District to run reports from the District site locations
 6. Installation, training, and support services should be available on a start-up basis and throughout the life of the contract
- G. Subrogation Services
1. The TPA must assume the responsibility for actively pursuing negligence issues and recoveries on behalf of the District
- H. Program Transition
1. Guarantee the confidentiality of all injury files. Under no circumstances will information contained in those filed be divulged without the prior permission of the District's Safety & Risk Services Department
 2. Provide the District with any and all services deemed necessary to make the transition to a new administrator as smooth as possible

Continue on next page

Third Party Administrator (TPA) Service Requirements and Responsibilities

The respondent (TPA) must indicate its agreement to the statements below. Please mark on each line at the end of the statement your agreement to these items where indicated.

A. Claims Management / Investigation

1. The District requires that the TPA provide a system to accept notice of claims that is available twenty-four hours a day, seven days a week, three hundred, and sixty-five days a year. yes no
2. Investigate claims to determine cause of disability, expected medical treatment and expected length of time off duty. yes no
3. Provide employees with sufficient information concerning their obligations and rights pursuant to the SC Workers Compensation Act. yes no
4. The TPA must have a process to receive and record all work injury reports and electronically make all State filings when appropriate on behalf of the District. yes no
5. The TPA must coordinate with the District to establish a process for payment of all indemnities and claims-related payments yes no
6. Index claimants for multiple claims and possible causation unrelated to work injury such as an auto accident yes no
7. Interview every injured employee regarding the cause and nature of injury within 24 hours of the injury. yes no
8. Interview every medical provider within 48 hours of the initial visit regarding the diagnosis, treatment plan and work status of the employee. yes no
9. Work in coordination with the medical health providers to establish protocols for directing injured employees for treatment. yes no
10. Determine benefits payable (if any) in accordance with the SC Workers Compensation Act. yes no
11. Collect information regarding applicable earned income offsets (TTD). yes no
12. Obtain signed authorization for medical release of private medical records to be used in the ongoing investigation to determine if continued medical care is for a work-related injury. yes no
13. Review every claim for subrogation potential and identify claims with opportunities for subrogation against liable third parties and refer to the TPA's subrogation unit. yes no
14. Identify indicators of potential fraud and refer the file to the District's Director of Safety & Risk Services. yes no
15. Attend informal commissioner conferences on the District's behalf and negotiate settlement with authority up to \$9,999. yes no
16. In concert with Safety & Risk Services Staff, endeavor to settle claims with represented Claimants who have not filed for a hearing (Form 50). yes no

B. Medical Health Care Services

The TPA is responsible for the provision of medical care services for employees who sustain a legitimate work-related injury and must indicate its agreement with the following statements regarding the medical health care program. Under the current arrangement the District, through their TPA, has a contract with a network of hospitals, physicians, pharmacies and other medical, therapeutic and diagnostic providers.

1. The medical health care provider must provide a system to coordinate the delivery of medical services among multiple disciplines (emergency department, referral to specialists, rehabilitations etc)
2. Must provide for timely intervention by qualified health professionals including prompt initial treatment, which may include hospitalization, appropriate follow-up by qualified specialists and therapies

3. Must provide a full range of medical services necessary. The TPA must provide the District with a list of proposed referral service providers for pre-approval by the District
 4. With the initial treatment of injury, must establish firm estimate (prognosis) of return to limited and active duty based on Occupational Medicine Standards.
 5. Except in emergency situations, medical care and evaluations may only be provided with proper authorizations. Any care provided without such authorization shall be at the sole financial risk of the TPA
 6. Specialist(s) must develop a treatment plan based on the patient's first visit. It will be the TPA's responsibility to insure that such treatment plans are prepared and updated, as needed
 7. The TPA will be responsible for the payment of all medical care provided to eligible employees with work-injuries, regardless of whether the services are rendered out of the network
 8. The TPA must coordinate with the District to develop a process for the payment of all medical services rendered out of network
 9. The TPA must maintain a centralized record keeping system, which includes a highly integrated case management system to insure appropriateness and timeliness of care to employees injured on duty
 10. The medical health care provider must provide services at or lower than the SC Workers Compensation fee schedule
 11. Monitor the overall and departmental financial posture, expenditure and loss profiles of the program.
 12. Complete and submit all forms and information in the format required by the State of South Carolina for the establishment, maintenance and operation of a self-insured workers compensation program and any and all forms required by this or other agencies external to the District
 13. Develop methods to incorporate the medical health care program's billing and payment information into the Risk Management Information System on a daily basis
 14. Generate appropriate reports, including analyses of costs and utilization of health care services and days off duty, causes of injury and costs incurred by each District department to support potential budgetary charge backs
 15. Provide OSHA 300/300A and Medicare Section 111 Mandatory Reporting
 16. Ad hoc reporting capabilities as required by the District
- C. Risk Management Information System
1. Provide a Risk Management Information System (RMIS) that is accessible to multiple users at the District at all times.
 2. The RMIS should include claim adjuster notes which should be current at all times on all claim files and indicate all activity on the claim file
 3. The RMIS should allow access to the payment system for all claims and services and allow the District to view all payments made on behalf of the District for all services
 4. The RMIS should provide current reserve information as well as reserve history on all claims
 5. The RMIS should have the capability to allow the District to run reports from the District site locations
 6. Installation, training, and support services should be available on a start-up basis and throughout the life of the contract
- D. Subrogation Services
1. The TPA must assume the responsibility for actively pursuing negligence issues and recoveries on behalf of the District
- E. Program Transition
1. Guarantee the confidentiality of all injury files. Under no circumstances will information contained in those filed be divulged without the prior permission of the District's Safety & Risk Services Department
 2. Provide the District with any and all services deemed necessary to make the transition to a new administrator as smooth as possible

3. Provide whatever assistance and services necessary to assure that servicing of the District' Program is continued without interruption

F. General

1. Operate a service office during normal business hours (8:30am – 5:30pm) with a dedicated Program Manager, staff adjusters, claim supervisors, nurse case managers, and claim managers. In addition, emergency contact information for key claims and RMIS personnel and emergency after hours claim services must be available to the District
2. Provide quarterly (virtual) and annual (virtual/in-person) Auditor's Reports

Continue on next page

THIRD PARTY ADMINISTRATOR (TPA) SERVICE QUESTIONNAIRE

Please restate and provide a response that explicitly addresses each of the following items in the same order as presented in this section. Please note that any proposal that does not satisfactorily address all matters outlined in this section will be subject to rejection from consideration by the District.

A. Claims Management

1. Please detail current procedures used by your organization in establishing and monitoring claim information and reserving practices
2. Please detail the investigative and adjudicative actions used when handling claims for severe injuries. Outline the criteria used in deciding which claims are to be treated as severe in nature
3. Please detail criteria used by your organization in determining claims that may require external investigative action
4. What is your current approach to designing and administering client satisfaction programs
5. Please provide a sample copy of your litigation management guidelines
6. Please specify any particular advantage which you feel your organization can offer to Charleston County School District if selected as the administrator of its Workers Compensation Program
7. What is your corporate policy on file retention: Length of time, paper or electronic, access to files after contract termination
8. If selected, how will you measure your own success in effectively managing WC claims for County? Please provide both qualitative and quantitative measures.

B. Claims Processing

1. Explain your claims assignment philosophy, method or approach
2. Indicate the number of employees you intend to dedicate to the administration of the Program
3. Indicate the role and responsibility of each person and provide resumes
4. How many claims are processed per day and per week and what is the average caseload
5. What is your average turnaround time for payment of medical bills
6. What is the claim adjuster turnover rate for the past 12 months
7. Medicare Section 111 Mandatory Reporting; is reporting function handled in house or subcontracted out? Are there any separate charges for this service?

C. Medical Health Care Services

1. Access
 - a. Provide a listing of all health care providers in the network with their location including, but not limited to: hospitals, DME suppliers, pharmacies, labs, diagnostic facilities, free standing urgent care facilities, specialists, physical therapy facilities
2. Outline your plan for meeting the conditions of the Health Insurance Portability and Accountability Act

D. Quality of Health Care

1. Describe the quality of health care to be provided to injured workers and how do you measure, evaluate and continuously achieve quality medical care
2. Describe your plan to handle employee complaints concerning quality of treatment
3. Please provide key quality of care criteria used to select various providers and subcontractors. Also, please describe your Quality Assurance program for providers
4. Describe how you train participating subcontractors and other providers of services

E. Quality of Patient Care

1. What strategies does the TPA use to assure providers see injured workers promptly? How long will an injured worker wait to obtain an initial treatment, an orthopedic evaluation, physical therapy, diagnostics and for scheduling of appointments
2. How will the TPA insure that patients are referred to appropriate specialists and for only those diagnostic procedures necessary
3. Please indicate the turn-around time that you will require for specialist to report on patient visits to the primary physician
4. Describe in detail your procedures to direct injured workers for initial treatment and ongoing treatment
5. What is your approach to designing and administering patient survey programs

F. Managed Care and Cost Containment

1. The District, through its TPA, must assume financial responsibility for the treatment of work-related injuries including treatment provided outside of the TPA's provider network such as emergencies, existing claims at inception of the contract, retirees, lifetime medical recipients, etc. Please describe how you intend to monitor out of network care and manage coordination of payment benefits
2. Describe any therapeutic guidelines that are used for common workplace injuries. Who developed these guidelines and how are they monitored.
3. Describe the treatment protocol you would recommend for five (5) common work-related injuries
4. Describe your approach to return to work management

G. Transitioning Program

1. Discuss in detail your experience in assuming the responsibility of delivering health care to injured workers for a client who had been providing for these services elsewhere
2. Provide samples for any transition plan or reports you have developed
3. Describe how you would handle the transition of problem or serious cases
4. Describe how you would communicate the takeover or transfer of medical treatment to the injured employees
5. Discuss how long you believe it would take to make such a transition
6. Please indicate the number of employees you intend to dedicate to the transition team of the Charleston County School District Program. Please designate which of these individuals will be appointed as the District's "key contact person" concerning the transition
7. Describe what you would do with archived medical records
8. Detail those services your company will provide during the set-up and transition phase prior to assuming administration of this program
9. Specifically detail how your organization will handle data transfer during transition. Please identify those factors that may delay data transfer and provide information on how your organization would address these obstacles
10. Please comment on your experience in taking over a self-insured Program from another service provider.
11. Which closed claims, if any, would you load onto your system

H. Cost Containment

1. Please detail standard cost control and internal loss protectors utilized by your organization during routine claims adjudication
2. Please detail actions taken and recommendations made by your organization with regard to the control of overall work injury costs (both direct and indirect) in your administration of other like accounts
3. Please provide any recommendations or ideas on cost containment in respect to this type of program
4. Are you willing to provide performance assurance guarantees based on predetermined criteria?

I. Reporting

1. Please describe how you will maintain loss statistics and experience information on both an organizational and on a departmental basis
2. Please provide samples of monthly, quarterly, and year-end loss reports.
3. Please indicate your system's capabilities to provide the following reports: lost time, number of light duty days, litigation rate, benchmarked point in time expenses, and conversion from medical to indemnity.

J. Risk Management Information System

1. Describe your current hardware, software, etc and information regarding the compatibility of your present data systems with other systems
2. Indicate if your system is web-based, must be accessed via a VPN, etc
3. Indicate if your system is real time or if it has lag time
4. Indicate if your system has package and ad hoc reporting capabilities and provide samples
5. Please provide data outlining system downtime in the past 12 months
6. Indicate what training and ongoing services will be associated with your system and if there will be any costs associated with training and ongoing services
7. Please describe in detail your company's experience and/or ability to interface with third party risk management information systems. Please be as specific as possible.

K. Medical Case Management

1. Describe the types of case management services you will be providing
2. Describe what types of information, reporting mechanisms and evaluation tools will be used to assure that the TPA, medical health care program, work site supervisor and employee efforts are being coordinated
3. Please provide a cost to benefit analysis for similar claims, one with case management and the other without

WARRANTIES: It is anticipated that the District's contract may include performance warranties. There may be guarantees or minimum standards such as the TPA make 90% of all three-point contact within the required time frame or diagnostic appointments approved and scheduled within a required time frame. In addition, the District will be seeking data for better than anticipated performance such as results of quality care or employee satisfaction surveys.

Respondents are invited to propose guarantees and/or incentives for the District's consideration. The warranties, if any, will be determined during the contract negotiations.

Continue on next page

8.0 INFORMATION FOR OFFERORS TO SUBMIT

CONTENTS OF OFFER: The contents of your offer must be divided into two parts, the technical proposal and the business proposal.

FORMAT FOR PROPOSALS The proposal must be in two parts. The first part is the Offeror's Technical proposal. Technical Proposals are to be prepared in a manner designed to provide the District with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. Each response shall clearly indicate whether the Offeror's proposal complies or does not comply with the requirements of this RFP. Offerors shall explain in detail, the method used to meet each requirement. Elaborate brochures and other promotional materials are not desired. The Offeror shall not include any cost information in the Technical Proposal. Proposals should be tabbed to provide the evaluation team with an easier way to locate information.

The second part is the Offeror's Business Proposal. Only submit one original and one copy of the Business Proposal. Do not include any portion of the Business Proposal within the Technical Proposal. The Business Cost Proposal must be a separate document in a separate sealed envelope within the package. The Offeror shall not include any technical information in the Business Cost Proposal.

Proposal Instructions: The Technical Proposal shall include the information listed below, tabbed and indexed in the following sequence:

1. Official Proposal Form

- 1.1 Enclose the Official Proposal Form, which must be completed and signed by a company officer with the authority to contract for services. This form is the first two pages of the Request for Proposals solicitation document.

2. Executive Overview

- 2.1 Your offer should include a summary of the proposed solution that reflects your understanding of both the district's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization

3. Offeror Experience and Capabilities

- 3.1 Comprehensive description of the firm's experience in supplying the services required by this Request for Proposals, preferably with a school district setting.
- 3.2 Three business references for similar projects to include name of client organization, title and phone number of client contact, and dates of project; with general details of the services provided.

4. Offeror Project Manager and Project Personnel

- 4.1 Resumes or Business Experience Summary of Project Manager, Project Staff and other parties who will provide services for the project.

5. Response to Scope of Work Requirements

- 5.1 Discussion of or response to the requirements of the Scope of Work.
- 5.2 Statement of the responsibilities of the vendor and the District.

6. Other Information

- 6.1 Statement of any litigation to which the Offeror has been a party in the last twelve months.
- 6.2 Statement of any exceptions proposed to the requirement of this Request for Proposals or the Terms and Conditions of the contract.

7. Statement of additional or optional services which are not requested in this Request for Proposal; that are offered for the benefit of the District.

- 7.1 Pricing for additional and optional services is to be included in the Price Proposal. Additional services must follow the general scope of the project. Limited additional pages to one page each service.

In addition to forms and/or information required elsewhere in this solicitation, the bidder must provide a copy of any required contractor license(s). Failure to provide this information may make your bid non-responsive.

SUBCONTRACTOR IDENTIFICATION: If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the CCSD may evaluate your proposed Subcontractors.

9.0 BIDDING SCHEDULE / COST PROPOSAL

Respondents (TPA) are encouraged to cooperate and combine to share the risk and work together to meet the District’s needs. The TPA for all the services in this proposal should provide the District with a detailed pricing model. The TPA is not limited to one pricing model, and is in fact encouraged to provide the District with alternative pricing models. At a minimum, the TPA should provide pricing for a fixed cost program and a fee for services program. The TPA should include in any pricing model presented a detailed breakdown of the pricing related to services such as the transition of the program, RMIS information systems, medical managed care, financial or banking considerations, surveillance, fraud functions, Medicare Section 111 reporting and any other ad hoc service available by the TPA and in the pricing model.

The TPA must disclose **all** assumptions used in establishing its price. For evaluation purposes, the total (5 year total) annual fixed cost program will be used. The District reserves right to utilize options proposed, whichever solution is deemed in the best interest of the District.

The TPA should assume being awarded a one (1) year contract with four (4) one year renewal options exercisable at the option of the District

Discuss whether the above quoted fees would be locked in beyond one year in the event the District would exercise its option to extend beyond one year

The TPA must include in their pricing model specific information regarding the assumption / transfer of the District’s current open claims inventory from its present vendor(s)

The TPA should assume a transfer (run-off) inventory of approximately 9301 claims (as of February 1, 2022) of which:

- Closed = 9155
- Lifetime Medical = 20
- Open = 146
 - Medical Only = 76
 - Indemnity = 50

Loss History

Claim Year	Record Only	Medical Only	Loss Time	Total Claims
2021	79	169	40	288
2020	50	108	33	191
2019	102	218	54	374
2018	94	190	55	339
2017	95	185	41	321
2016	100	201	37	338

Loss Run - a five year loss run can be provided upon request.

IX. Attachments to Solicitation

- A. Minority Participation Affidavit**
- B. Offeror’s Checklist**
- C. Questionnaire**
- D. No Bid Response**

Attachment A

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity?
 (Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?
 (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____%

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- _____ Traditional minority
- _____ Traditional minority, but female
- _____ Women (Caucasian females)
- _____ Hispanic minorities
- _____ Temporary certification
- _____ Other minorities (Native American, Asian, etc.)

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

Attachment B

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

Review this checklist prior to submitting your proposal
If you fail to follow this checklist, you risk having your proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes
Responsiveness will be evaluated against the solicitation **not** against this checklist.
You do not need to return this checklist with your response.

Attachment C

QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Licenses currently valid in force: _____

3. REFERENCES

Provide three references from agencies you have performed similar services for in the past two (2) years.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #: & Email: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone # & Email: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone # & Email: _____

Attachment D

CHARLESTON COUNTY SCHOOL DISTRICT
NO BID REPLY FORM

BID TITLE: P2228 Workers Compensation Claims Administration Services

IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.

- () 1. We do not wish to participate in the bid process.
- () 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

- () 3. We do not feel we can be competitive.
- () 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- () 5. We do not wish to sell to Charleston County School District. Our objections are.....

- () 6. We do not sell the items/service on which bids are requested.
- () 7. Other

- () 8. We wish to remain on the bidders' list.
- () 9. We wish to be deleted from the bidders' list.
- () 10. Remove us from this item(s)/service only.

COMPANY NAME _____

SIGNED _____

Date: _____