

 <b>UNIVERSITY OF SOUTH CAROLINA</b>	<b>INVITATION FOR BID</b>	Solicitation Number	<b>USC-BVB-2835-DG</b>
		Date Printed	<b>July 6, 2015</b>
		Date Issued	<b>July 6, 2015</b>
		Procurement Officer	<b>Dennis Gallman</b>
		Phone	<b>803-777-4115</b>
		E-Mail Address	<b>GallmanD@mailbox.sc.edu</b>

DESCRIPTION: **Provide Secondary Athletics Insurance for University of South Carolina Upstate Campus**

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY: (Opening Date/Time): **7/16/2015 11:00 AM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **7/10/2015 12:00 PM** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original in Hardcopy and three (3) copies marked 'Copy' Plus (1) Electronic Copy (Original hardcopy shall prevail)**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

<p>CONFERENCE TYPE: N/A</p> <p>As appropriate, see "Conferences-Pre-Bid/Proposal" &amp; "Site Visit" provisions</p>	<p>LOCATION: N/A</p>
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on <b>7/27/2015</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://purchasing.sc.edu">http://purchasing.sc.edu</a>
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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 thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		<b>OFFEROR'S TYPE OF ENTITY:</b> <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		
TITLE <small>(Business title of person signing above)</small>		
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.  
(See "Taxpayer Identification Number" provision)

## PAGE TWO

(Return Page Two with Your Offer)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension Facsimile
	E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____ Payment Address same as Home Office Address	____ Order Address same as Home Office Address
____ Payment Address same as Notice Address (check only one)	____ Order Address same as Notice Address (check only one)

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_ In-State Office Address same as Home Office Address  
\_\_\_\_ In-State Office Address same as Notice Address (check only one)

## Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

### I. Scope Of Solicitation

ACQUIRE SERVICES : (JAN 2006): The purpose of this solicitation is to acquire services and complying with the enclosed description and/or specifications and conditions.

It is the intent of the University of South Carolina to solicit bids from qualified sources of supply to **Provide Secondary Athletics Insurance for University of South Carolina Upstate Campus** in accordance with all the requirements stated herein.

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): (**August 5, 2015 – June 30, 2020**). 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".

### II. Instructions To Offerors - A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)  
CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

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.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

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.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-2]

AMENDMENTS TO SOLICITATION (JANUARY 2006) (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: <http://purchasing.sc.edu>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

#### AUTHORIZED AGENT (FEB 2015)

**All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]**

#### AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. 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.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

#### CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

(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 any 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 commission of embezzlement, theft, forgery, bribery, falsification 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 purposes of this certification, means officers; 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 Officer 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), Offer 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 Officer may render the Offeror nonresponsible.

(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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

#### CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement Officer of the governmental body or his 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 the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

#### DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE **(FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) 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 (FEB 2015)

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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

#### PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

**Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.**

**(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]**

**(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]**

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen 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 days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) 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 (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] 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. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- 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. [See R. 19-445.2140] [02-2A095-2]

**REJECTION/CANCELLATION (JAN 2004)** The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

#### RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

(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. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which 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 State 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 Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline 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 State 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 (JANUARY 2006)** 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 the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

**SIGNING YOUR OFFER (JANUARY 2006)** 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 venturer 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 has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**STATE OFFICE CLOSINGS (JANUARY 2006)** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government 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 government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

[http://www.scemd.org/scgovweb/weather\\_alert.htm](http://www.scemd.org/scgovweb/weather_alert.htm).

#### **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) 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 contends 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 State may, in its sole discretion, determine it nonresponsive. 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 State 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 State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

**SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006)** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by 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) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) 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. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006):** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006)** 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. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

**IRAN DIVESTMENT ACT – CERTIFICATION (JAN 2015):** (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-A]

**SUBMITTING A PAPER OFFER OR MODIFICATION:** (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

## **II. Instructions To Offerors - B. Special Instructions**

### **SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS: USC-BVB-2835-DG**

**Title: Provide Secondary Athletics Insurance for University of South Carolina Upstate Campus**

**Attn.: Dennis Gallman**

**QUESTIONS MAY BE E-MAILED TO:**

[GallmanD@mailbox.sc.edu](mailto:GallmanD@mailbox.sc.edu)

**FAXED TO:**

**803-777-2032**

**DISCUSSIONS WITH BIDDERS:** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

**CLARIFICATION (NOV 2007):** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

### **PROTEST - CPO - MMO ADDRESS (JUNE 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us), (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

**ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015):** In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

### **III. Scope of Work / Specifications**

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (January, 2006): After award, all deliveries shall be made and all services provided to the location specified by the using Governmental Unit in its purchase order.

#### **PURPOSE OF THE BVB**

**Bids are being solicited for the Intercollegiate Athletics Play/Practice Accident Insurance Plan at University of South Carolina Upstate Campus. Bids shall include coverage of all intercollegiate athletes. Specific plan details are outlined in this document. Contract period covers athletic years 2015-2016 (August 5, 2015 to June 30, 2016) with the possibility of annual renewals upon written acceptance by both parties. This does not imply a 5 year rate guarantee but rather gives the University the option to remain with the same business partner (Contractor) without a formal bid process using the above stated criteria as well as the TERM OF CONTRACT - OPTION TO RENEW clause in Section VII-B of the solicitation.**

#### **SECONDARY INSURANCE WITH CLAIMS COORDINATION SERVICES FOR THE UNIVERSITY OF SOUTH CAROLINA UPSTATE ATHLETIC DEPARTMENT-STUDENT ATHLETES**

1. Insurance to cover Seventeen (17) intercollegiate sports plus cheerleading team, student managers and student/intern/fellowship athletic trainers.
2. The University of South Carolina Upstate (Upstate) maintains team sports of baseball, men's and women's basketball, cheerleading, men's and women's cross country, women's volleyball, men's and women's golf, men's and women's soccer, women's softball, men's and women's tennis, men's and women's indoor track and field, and men's and women's outdoor track and field.
3. This past year, there were 259 student athletes (139 men and 120 women) and 8 managers (4 men and 4 women).
4. USC UPSTATE wishes to evaluate options for coverage. Current coverage:
  - Annual Aggregate Policy Limit: \$1,000,000
  - Aggregate Deductible -\$60,000
  - Medical Maximum-\$90,000 – anyone person any one accident
  - Benefit Period – 104 weeks
  - Claims: 

2010-11	53,298.89	as of (6/2/15)
2011-12	42,637.29	as of (6/2/15)
2012-13	41,758.65	as of (6/2/15)
2013-14	42,057.05	as of (6/2/15)
2014-15	13,254.62	as of (6/2/15)
  - Accidental Death and Dismemberment Benefit: \$10,000 any one person any one accident.
5. USC Upstate requests that a contractor agent meet personally with the University's Athletic Director or designee to review the coverage and suggest cost saving ideas on a yearly basis during the contract term and prepare and submit a written report to the University's Athletic

**Director or designee** that includes claim payment information as well as information on pending claims.

6. All premiums will be based on USC UPSTATE's claim experience only.
7. USC **Upstate** requests that the contractor offer the opportunity to make "special requests" to honor medical expenses not covered under policy terms.
8. Benefits structured to be 100% usual and customary with no inside limitations.
9. No names, lists or rosters to be supplied.
10. List of sports and number of athletes to be provided.
11. Coverage to be excess (secondary).
12. The contractor must be able to provide the following:

**Respondents are requested to provide information in their bids for the following Mandatory Requirements Matrix. In its Technical Response, the Bidder shall fill out the column "Respondent Comments" for the RI requirement Code, explaining how the Bidder's solution meets the requirement.**

**Requirement Codes:**

C & A = Bidder is required to **Confirm** they fully understand and **Agree** to comply with this requirement by initialing in the Respondent Comments column.

RI = **Requires Information** from the Bidder in the Respondent Comments column detailing *how* the Bidder will comply with this requirement. If additional space is required for attachments, etc, that information is to be provided in the appropriate space in the matrix (ie. see Attachment I etc) and the attachment is to refer to section and corresponding "item #" in the matrix to which it applies.

**Priority Codes:**

M= Mandatory

HD= Highly Desirable

D= Desirable

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PRIORITY CODE</b>	<b>REQUIREMENT CODE</b>	<b>RESPONDENT COMMENTS</b>
<b>3.1</b>	<b>Secondary Insurance Policy</b>			
A	The Initial Policy Term will be August 5, 2014 to June 30, 2015. It will cover all eligible USC UPSTATE student-athletes, student managers, and student athletic trainers in all sports. This coverage includes team travel.	M	C&A	
B	Benefit Percentage- 100% of reasonable and customary charges	M	C&A	

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PRIORITY CODE</b>	<b>REQUIREMENT CODE</b>	<b>RESPONDENT COMMENTS</b>
C	Accident Medical Expense- \$90,000 maximum.	M	C&A	
D	Maximum Benefit Period- 104 weeks.	M	C&A	
E	Accidental Death & Specific Loss coverage of at least: <ul style="list-style-type: none"> <li>\$10,000 Death Benefit</li> <li>\$10,000 Specific Loss Benefit</li> </ul>	M	RI	
F	Options for the deductible will be quoted that include: <ol style="list-style-type: none"> <li>Aggregate deductible</li> </ol>	M	RI	
G	Accident Medical Expense Benefit includes: <ul style="list-style-type: none"> <li>covered expenses starting within 120 days from the date of the accident causing the injury</li> <li>sport related hernias, dermatologic conditions, infections, tendonitis, bursitis, stress fractures, shin splints, including re-injuries and aggravation, resulting from athletic participation in a covered event.</li> <li>coverage for physical therapy services</li> <li>coverage for orthotics, splints and braces, and other durable medical equipment (DME)</li> <li>coverage for professional ambulance service</li> </ul>	HD	C&A	
H	Insurance includes riders for: <ul style="list-style-type: none"> <li>Expanded Medical Coverage</li> <li>HMO / PPO Denial Coverage</li> <li>Pre-Existing Injury Coverage</li> <li>Heart and Circulatory Coverage</li> </ul>	M	C&A	
<b>3.2</b>	<b>Insurer/Broker</b>			
A	The policy will be furnished by a insurer with a AM Best Rating of A- or greater, a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports and is registered/ licensed to do business in South Carolina. <u>Provide</u> information on the insurer and a sample	M	RI	



<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PRIORITY CODE</b>	<b>REQUIREMENT CODE</b>	<b>RESPONDENT COMMENTS</b>
	policy.			
B	100% claims coordination will be done by broker / agent to include collection of EOBs and HICFs. <u>Provide</u> examples of such claims done for other NCAA institutions.	M	RI	
C	A dedicated customer service / claims coordination agent will be provided. <u>Provide</u> the name and resume of the agent that USC Upstate athletic trainer/coordinator would work with.	M	RI	
D	<u>Provide</u> name and email address of the Firm's manager that Upstate athletic trainer/coordinator should contact in the event of any problems with assigned staff is provided.	M	RI	
E	Explain how will premiums for renewal periods be calculated and when the premiums for the next policy year will be made available to the University.	M	RI	
F	<u>Confirm</u> premiums quoted for the policy year are such that it is possible for the Contractor to limit the renewal rate increase of the premium to a reasonable amount for each of the renewal periods, barring any changes in applicable federal or state laws.	HD	RI	
G	The University recognizes there may be factors beyond the control of the University, the contractor or its insurers that may impact the intercollegiate student athlete insurance. If new federal or state laws mandate changes in the coverage, <u>explain</u> how the contractor will work to rectify any problems.	HD	RI	
H	The Contractor will <u>provide</u> copies of all insurance policies and riders prior to getting the final payment.	M	C&A	
<b>3.3</b>	<b>Claims Processing and other Services</b>			
A	Contractor will have 100% electronic / paperless claims processing. <u>Provide</u> screen shots of the system offered.	HD	RI	
B	Contractor has 100% online claims status reporting. <u>Provide</u> screen shots of the system offered.	HD	RI	
C	Firm <u>provides</u> information that demonstrates its experience in achieving discounts from service providers. <u>Provide</u> a sample report that shows discounts negotiated by the agents.	HD	RI	

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PRIORITY CODE</b>	<b>REQUIREMENT CODE</b>	<b>RESPONDENT COMMENTS</b>
D	Firm can demonstrate its experience in finding cost savings and in negotiating lower prices for typically used medical services, such as diagnostic imaging, surgery/hospital fees, physician fees, etc.	HD	RI	
E	Contractor will <u>provide</u> ongoing advice to make the program more efficient and provide Continuing Education opportunities for the USC Upstate intercollegiate athletic professional staff	D	RI	
<b>3.4</b>	<b>Other Insurance Coverage</b>			
A	Guest / Recruit coverage – provide details of what can be offered.	D	RI	
B	Primary insurance coverage that may be purchased by individual student athlete (international or domestic) or the athletic department on behalf of the student athlete	HD	RI	
<b>3.5</b>	<b>Vendor Profile and Experience</b>			
A	Describe your company, number of employees, your products, clientele and length of experience in providing athletic insurance.	M	RI	
B	Provide information regarding the individuals you propose to have responsibility for the University account. Include Name, title, business address The other accounts they will service The years of experience they have in athletic insurance.	M	RI	
C	<u>Describe</u> your internal audit and quality control review procedures.	M	RI	
D	<u>Provide</u> 3 current references from NCAA Division I institutions that have used the firm's services for similar Secondary Insurance and claims management services within the last two years.  Each reference to include: Company name Reference Contact name Contact telephone # and email address Start date of contract	M	RI	



<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PRIORITY CODE</b>	<b>REQUIREMENT CODE</b>	<b>RESPONDENT COMMENTS</b>
E	Provide a case for why your firm should be awarded the contract for secondary insurance and claims management. Additional material on the firm or its products may be provided as attachments.	M	RI	

#### **IV. Information for Offerors to Submit**

##### **MINORITY PARTICIPATION (JAN 2006)**

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? ☐ Yes ☐ NO

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? ☐ Yes ☐ NO

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
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006):** Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

**SUBMITTING REDACTED OFFERS (FEB 2007):** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in ever detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which

information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

## **V. Qualifications**

### **REFERENCES**

**Provide three (3) current references from NCAA Division I institutions that have used the bidder's services for same or similar Secondary Insurance and Claims Management services within the last two years.**

**Each reference to include:**

**Company name**

**Reference Contact name**

**Contact telephone # and email address**

**Start date of contract**

**The University reserves the right to contact bidder's references.**

**QUALIFICATION OF OFFEROR (MAR 2015):** (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

**QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):** Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

**SUBCONTRACTOR – IDENTIFICATION (FEB 2015):** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which 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 state may contact and evaluate your proposed subcontractors. [05-5030-2]

## **V1. Award Criteria**

Award will be made to one offeror for all services. (SPM038)

**AWARD CRITERIA – BEST VALUE BIDS (JANUARY 2006):** Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

**EVALUATION FACTORS – BEST VALUE BID (JANUARY 2006)** Offers will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each offeror. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

### **Offeror's Financial Response 60%**

Section VIII of the solicitation

### **Claims Processing and Other Services 30%**

Items 3.1 Secondary Insurance Policy, 3.3 Claims Processing and Other Services, and 3.4 Other Insurance Coverage of the Mandatory Requirements Matrix in Section III of the solicitation

### **Insurer/Broker 5.5%**

Item 3.2 Insurer/Broker of the Mandatory Requirements Matrix in Section III of the solicitation

### **Vendor Profile and Experience 4.5%**

Item 3.5 Vendor Profile and Experience of the Mandatory Requirements Matrix in Section III of the solicitation

## **VII. Terms and Conditions - A. General**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

- (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

#### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

**CHOICE-OF-LAW (JAN 2006):** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

#### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

#### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES (JAN 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor 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 State's Constitution. As

used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY (JAN 2006):** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED (JAN 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015):** (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. 9b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

**NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

**NOTICE (JAN 2006):** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT & INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each

year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

**PUBLICITY (JAN 2006):** Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PURCHASE ORDERS (JAN 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**SETOFF (JAN 2006):** The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**SURVIVAL OF OBLIGATIONS (JAN 2006):** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**TAXES (JAN 2006):** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State'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 the State to contractor, contractor shall be liable to the State 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.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY (JAN 2006):** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

## **VII. Terms and Conditions - B. Special**

**HIPAA LAW:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

**PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT -** The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning “protection of human health and the environment”. In addition, the University of South Carolina is a “Drug Free Work Place” and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University’s Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University’s Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor’s organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

### **BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)**

(a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

**CONTRACTOR’S USE OF STATE PROPERTY (JAN 2006):** Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

**COMPLIANCE WITH LAWS (JAN 2006):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor’s performance. 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.

**ILLEGAL IMMIGRATION (NOV 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

#### **INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

#### **INFORMATION SECURITY - DEFINITIONS (FEB 2015)**

The following definitions are used in those clauses that cross reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.



Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

#### INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

#### INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) *Legal mandates.* Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down.* Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

(d) *Collecting Information.* Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) *Rights, Disclosure and Use.* Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except

the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) *Return*. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws*. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) *Actions Following Disclosure*. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy*. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

#### INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-**11-490**.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.

(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

#### OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

**PRICE ADJUSTMENTS (JAN 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed): (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (b) by unit prices specified in the Contract or subsequently agreed upon; (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon; (d) in such other manner as the parties may mutually agree; or, (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws. (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**PRICING DATA – AUDIT – INSPECTION (JAN 2006)** [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

**PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006):** Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase

**PRICE ADJUSTMENTS – LIMITED BY CPI “All Items” (JAN 2006):** 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](http://www.bls.gov).

## RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

- (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
- (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
- (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
- (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

[07-7B212-1]

## DEFAULT (JAN 2006):

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**LICENSES AND PERMITS (JAN 2006):** 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 the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**OWNERSHIP OF DATA & MATERIALS (JAN 2006):** All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

**RELATIONSHIP OF THE PARTIES (JAN 2006):** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**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 from Date of Award through June 30, 2016. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW. University of South Carolina Upstate reserves the option, at the expiration of the initial term of this Agreement to renew this Agreement in one year increments provided services and premiums are acceptable to the College. The approved Carrier (Contractor) shall notify University of South Carolina Upstate in writing, no later than April 1<sup>st</sup> of each year of the contract term of their proposed percentage increase or decrease, if any, for the upcoming athletic year. Contractor's rate increases/decreases should be based on current University of South Carolina Upstate claim payments, medical trends and inflation, reasonable commissions or fees plus any State insurance rating mandates. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will void ab initio. [07-7B245-2]

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights. (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

- (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
- (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**Bidder's financial response shall include coverage of all intercollegiate athletes.**

**Bidder must include the following costs in its financial response**

Aggregate deductible/Attachment Point:\_\_\_\_\_

Stop loss premium:\_\_\_\_\_

Administration fees:\_\_\_\_\_

Total maximum out of pocket cost: \_\_\_\_\_

## **IX. ATTACHMENTS TO SOLICITATION**

- 1. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
- 2. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (DEPT. OF REVENUE FORM I-312)**
- 3. OFFEROR'S CHECKLIST**
- 4. Potential Questions**
- 5. Copy of the current policy from SIS/Fidelity Security Life**



## IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at [www.sctax.org](http://www.sctax.org).

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 5/7/04)  
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_
2. Trade Name, if applicable (Doing Business As): \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Identification Number: \_\_\_\_\_
5. Hiring or Contracting with: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Receiving Rentals or Royalties From: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Beneficiary of Trusts and Estates: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with  
**(check the appropriate box):**

- ☐ The South Carolina Secretary of State or  
☐ The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_  
Date

If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

**Mail to:** The company or individual you are contracting with.

**OFFEROR'S CHECKLIST**  
**AVOID COMMON BID/PROPOSAL MISTAKES**

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

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID/PROPOSAL 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 BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/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-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

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.

## POTENTIAL QUESTIONS Previously Presented by Various Vendors

Question: Please forward a current sports census.

Answer: 1- males 125 + 1 cheer  
Females 112 + 12 cheer  
Total 237 - 250 with cheer  
56 of our athletes are multi sport athletes

Women's

Volleyball 12  
Softball 22  
Tennis 7  
Golf 7  
Soccer 25  
Cross country 12  
Basketball 15  
Indoor track 28  
Outdoor track 28  
Cheer 12

Total 153

Men's

Soccer 31  
Cross Country 12  
Basketball 15  
Baseball 34  
Golf 8  
Tennis 8  
Indoor Track 22  
Outdoor Track 22  
Cheer 1  
Total 152 + 1 cheer

Question: Please confirm there have not been any additions or deletions of sports in the past four years. If there are changes, please list.

Answer: We have not added any sports in past 4 years

Question: Please confirm plan design and benefits have not changed in the past four years.

Answer: The scope and requirements have remained essentially the same any changes that were made were done by the office in Columbia to be in line with state policy and bid requirements.

Question: Please provide a copy of the current policy from SIS/Fidelity Security Life

Answer : See attachment five



# Lloyd's Certificate

## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

**7. Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

**Short Rate Cancellation Table For Term of One Year.**

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1.....	5%	66 - 69.....	29%	154 - 156.....	53%	256 - 260.....	77%
2.....	6	70 - 73.....	30	157 - 160.....	54	261 - 264.....	78
3 - 4.....	7	74 - 76.....	31	161 - 164.....	55	265 - 269.....	79
5 - 6.....	8	77 - 80.....	32	165 - 167.....	56	270 - 273 ( 9 mos ).....	80
7 - 8.....	9	81 - 83.....	33	168 - 171.....	57	274 - 278.....	81
9 - 10.....	10	84 - 87.....	34	172 - 175.....	58	279 - 282.....	82
11 - 12.....	11	88 - 91 ( 3 mos ).....	35	176 - 178.....	59	283 - 287.....	83
13 - 14.....	12	92 - 94.....	36	179 - 182 ( 6 mos ).....	60	288 - 291.....	84
15 - 16.....	13	95 - 98.....	37	183 - 187.....	61	292 - 296.....	85
17 - 18.....	14	99 - 102.....	38	188 - 191.....	62	297 - 301.....	86
19 - 20.....	15	103 - 105.....	39	192 - 196.....	63	302 - 305 ( 10 mos ).....	87
21 - 22.....	16	106 - 109.....	40	197 - 200.....	64	306 - 310.....	88
23 - 25.....	17	110 - 113.....	41	201 - 205.....	65	311 - 314.....	89
26 - 29.....	18	114 - 116.....	42	206 - 209.....	66	315 - 319.....	90
30 - 32 ( 1 mos ).....	19	117 - 120.....	43	210 - 214 ( 7 mos ).....	67	320 - 323.....	91
33 - 36.....	20	121 - 124 ( 4 mos ).....	44	215 - 218.....	68	324 - 328.....	92
37 - 40.....	21	125 - 127.....	45	219 - 223.....	69	329 - 332.....	93
41 - 43.....	22	128 - 131.....	46	224 - 228.....	70	333 - 337 ( 11 mos ).....	94
44 - 47.....	23	132 - 135.....	47	229 - 232.....	71	338 - 342.....	95
48 - 51.....	24	136 - 138.....	48	233 - 237.....	72	343 - 346.....	96
52 - 54.....	25	139 - 142.....	49	238 - 241.....	73	347 - 351.....	97
55 - 58.....	26	143 - 146.....	50	242 - 246 ( 8 mos ).....	74	352 - 355.....	98
59 - 62 ( 2 mos ).....	27	147 - 149.....	51	247 - 250.....	75	356 - 360.....	99
63 - 65.....	28	150 - 153 ( 5 mos ).....	52	251 - 255.....	76	361 - 365 ( 12 mos ).....	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  - 1. Determine full annual premium as for insurance written for a term of one year.
  - 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  - 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.



**GROUP SPORTS ACCIDENT INSURANCE POLICY**  
**Declaration**

Policy No.:	CSP 23570	Producer: First Agency, Inc.
Authority Ref. No.:	B0621F33064214	
Renewal of:	N/A	

1. Named Insured: University of South Carolina Upstate			
2. Address:	City	State	Zip
800 University Way	Spartanburg	South Carolina	29303
3. Nature of Business: Education			
4. Federal Tax I.D. Number: 57-6001153			
5. List all participating organizations, subsidiaries, divisions or affiliated companies to be covered by the Policy:  N/A			

6. On its effective date, the Policy will cover eligible persons who are in any of the classes described below. Thereafter, eligible persons added to the Policy will be covered on the date they are in one of the classes.

Coverage for any person ceases on the date the person is no longer an eligible member of any class described below, or on the Policy Anniversary Date, whichever occurs first.

a. **CLASS DESCRIPTION**

- I All registered members of a Policyholder sponsored intercollegiate athletic team provided such team is a part of an eligible sport as listed herein.

b. The Applicant elects the following COVERAGES to be provided by this Policy for the above Class(es) only. Each coverage is payable per person per covered accident, subject to the terms, limitations and restrictions of this Policy:

Benefit Elected		Coverages and Benefit Amounts	
Yes	No	Coverage	Benefit
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Accidental Death & Dismemberment	Principal Sum - Athletes \$ 10,000.00 Aggregate Policy Limit for Common Accident: \$ 1,000,000.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exposure and Disappearance	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Excess Accident Medical Expense	Individual Deductible \$ 0.00 Aggregate Deductible \$ 60,000.00 Maximum Benefit Period (in weeks) 104 Maximum Benefit Amount - Athletes \$ 90,000.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cumulative Trauma and Stress, Re-injury and Injury Aggravation Benefit	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Additional Accident Medical Expense Benefit for PPO/HMO Penalties	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heart or Circulatory Malfunction Benefit	

8. Policy Effective Date: August 6, 2014  
Policy Anniversary Date: August 6, 2015  
Standard time at the address of the Named Insured as stated herein.

9. It is hereby understood that the following shall constitute the eligible Sporting Events:

Baseball	Golf	Track & Field
Basketball	Soccer	Volleyball
Cheerleading	Softball	
Cross Country	Tennis	

10. Premiums:

A term premium of \$8,100.00\*, to be paid annually in advance.

\*Plus 6% Surplus Lines Tax (\$486.00)

11. Surplus Lines Agent:

Philip A. Rearick  
2740 Dallas Parkway, Suite 100  
Plano, Texas 75093  
License #507817

12. Forms and Endorsements made a part of this Policy at inception:

NMA1331 – Cancellation Clause  
LMA5020 – Service of Suit Clause (USA)  
LMA5021 – Applicable Law (USA)  
NMA1256 – Nuclear Incident Exclusion Clause-Liability Direct (Broad)  
NMA464 – War and Civil War Exclusion Clause  
LSW1135B – Lloyd's Privacy Policy Statement  
LSW1001 – Several Liability Notice  
LSW1023 – South Carolina Surplus Lines Clause  
Cumulative Trauma and Stress, Re-Injury Aggravation Benefit Rider  
Additional Excess Accident Medical Expense Benefit Rider  
Heart or Circulatory Malfunction Benefit Rider  
Covered Event Benefit Rider

13. Service of Suite may be made upon:

Messrs. Mendes and Mount (Attorneys)  
750 Seventh Avenue  
New York, New York 10019-6829  
USA

14. In the event of a claim, please notify the following:

Special Insurance Services, Inc.  
P.O. Box 250349  
Plano, TX 75025-0349

Dated: August 19, 2014



Authorized Signature

This Policy is issued in consideration of the application and payment of premiums. It is governed by the laws of the state where it is delivered.

Premiums are payable by the Policyholder to Us, or to Our authorized agent, in the amounts determined by Us. The first premium is due on the effective date of this Policy. Thereafter premiums are due when We require.

All periods of insurance under this Policy begin and end at 12:01 a.m. Standard Time at the Delivery Address of the Policyholder.

## SECTION I - DEFINITIONS

For purposes of this Policy, these terms have the following meaning:

**ACCIDENTAL BODILY INJURY or INJURY** means an involuntary Injury suffered by the Insured which is the direct result of an accident that occurs while the Insured's coverage under this Policy is in force. The Injury must be independent of all other causes and result directly from participation in a Covered Event.

**CLASS** means a Class of persons the Policyholder has selected to be eligible for coverage under this Policy. Class(es) are shown in the Policyholder's Application and Schedule.

**COVERED EVENT** means a Policyholder supervised and sponsored play or practice of an eligible sport of a(n) intercollegiate team of which the Insured is an active, registered member. The eligible sports are defined in the Schedule.

**CUMULATIVE TRAUMA/CUMULATIVE INJURY** means a condition impairing the normal physiological function of the body arising from repetitive motion or repeated trauma and not resulting from an Accidental Bodily Injury.

**IMMEDIATE FAMILY** means the Insured's spouse, son, daughter, father, mother, brother or sister, grandparent, or any other person residing in the Insured's home.

**INSURED** means a person eligible for coverage under this Policy and for whom We have accepted premium.

**MEDICALLY NECESSARY** means services and supplies that are all of the following:

1. consistent with the symptoms, diagnosis and treatment of the condition;
2. appropriate with regard to generally accepted professional medical standards;
3. prescribed by a Physician;
4. not provided solely for the convenience of the Insured or Physician;
5. not experimental; and
6. furnished at the most appropriate level of services or supplies which can be safely provided to the Insured.

For purposes of this insurance, the fact that a Physician prescribes a service or supply does not always mean it is Medically Necessary.

**PHYSICIAN** means a person who is a licensed doctor of medicine or osteopathy, or is any other licensed health care provider that state law requires to be recognized as a Physician. He or she must be acting within the scope of their license, and cannot be a member of the Insured's Immediate Family.

**POLICYHOLDER** means the legal entity to which this Policy is issued. The Policyholder is identified on the face page of this Policy.

**PRE-EXISTING CONDITION** means any condition for which the Insured received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines within the 12 months prior to the effective date of this Policy, or the date the Insured became insured under this Policy, whichever is later. A condition is no longer considered a Pre-existing Condition after the Insured has gone 12 months without treatment, or has been given a full medical release by a Physician to participate in organized sports.

**WE, US or OUR** means Certain Underwriters at Lloyd's, London.

## SECTION II - DESCRIPTION OF COVERAGES

### ACCIDENTAL DEATH AND DISMEMBERMENT

This benefit applies only to those Class(es) of Insureds who are covered as indicated in the Policyholder's Application and Schedule.

If a covered Accidental Bodily Injury results in the Insured suffering any one of the Losses listed below, We will pay the listed benefit. The Principal Sum is shown in the Schedule.

The Insured must be covered by this Policy at the time of the accident. The loss must occur within 365 days of the date of the accident.

<u>Loss</u>	<u>Benefit</u>
Life	Principal Sum
Both Hands	Principal Sum
Both Feet	Principal Sum
Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
One Hand and Sight of One Eye	Principal Sum
One Foot and Sight of One Eye	Principal Sum
One Hand	½ of Principal Sum
One Foot	½ of Principal Sum
Sight of One Eye	½ of Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Speech	½ of Principal Sum
Hearing in Both Ears	½ of Principal Sum
Use of Both Arms and Legs	¾ of Principal Sum
Use of One Arm and One Leg	¾ of Principal Sum
Use of One Arm or One Leg	½ of Principal Sum
Thumb and Index Finger of Same Hand	¼ Principal Sum

If more than one loss occurs due to the same accident, We will only pay one benefit amount not to exceed the amount payable for the greater of the two losses.

"Loss" means:

1. for death, which is the direct result of a covered Accidental Bodily Injury;
2. for a hand, total, complete and permanent severance of all four fingers, or total, complete and permanent severance of the entire hand at or above the wrist joint;
3. for a foot, total, complete and permanent severance of the entire foot at or above the ankle joint;
4. for an eye, total and irrecoverable loss of sight;
5. for speech and/or hearing, total and irrecoverable loss of the entire faculty of hearing and/or speech;
6. for thumb and index finger, total, complete and permanent severance through or above the metacarpophalangeal joints; and
7. for loss of use, total loss of movement or total feeling in the arm including the hand, or in the leg including the foot, and the loss is determined by a Physician to be total and irrecoverable.

### EXCESS ACCIDENT MEDICAL EXPENSE

This benefit applies only to those Class(es) of Insureds who are covered as indicated in the Policyholder's Application and Schedule.

Benefits under this Policy are payable in excess of any similar benefits the Insured is eligible for due to the same accident under any other medical policies or plans.

If the Insured incurs Covered Charges for covered Accidental Bodily Injuries suffered in one accident, We will cover the cost of those charges, subject to the Aggregate Deductible, and up to the Maximum Benefit Amount. The Aggregate Deductible and Maximum Benefit Amount are shown in the Schedule. The Covered Charges are deemed incurred on the date on which the treatment is rendered or the service is given.

The Insured must be covered by this Policy at the time of the accident. The Covered Charges must be the direct result of a covered Accidental Bodily Injury. The first covered charge must be incurred within 60 days of the date of the accident and before the end of the Maximum Benefit Period, as indicated in the Schedule. The Maximum Benefit Period begins on the date of the accident.

If an Insured suffered a covered loss prior to termination of this Policy, covered medical expenses incurred after the termination date continue to be payable until the earlier of:

1. the date the Maximum Benefit Period is reached; or
2. the date the Maximum Benefit Amount is paid.

**Covered Charges** are inpatient and outpatient benefits described below that are prescribed by a Physician and are Medically Necessary:

1. Hospital charge for semi-private room and board;
2. Hospital charge for use of an operating room;
3. Physician and surgeon fees (including oral surgeon);
4. licensed graduate nursing services, and the nurse is not a member of the Insured's Immediate Family;
5. medical appliances, artificial limbs;
6. Emergency ground or air ambulance services. "Emergency" means medical circumstances that, if left untreated, would result in the Insured's immediate loss of life or limb;
7. medical or surgical treatment, services, supplies, prescription drugs and any other Medically Necessary service.

Covered Charges are payable at 100% of the Reasonable and Customary amount. No benefits are payable for Covered Charges used to satisfy the Aggregate Deductible, or that are incurred after the Maximum Benefit Amount or Maximum Benefit Period are exhausted.

**Aggregate Deductible** means an amount of Covered Charges which must be paid by the Policyholder for all Insureds during a Policy Year before the Policy will pay benefits.

**Hospital** means a legally authorized and operated institution for the care and treatment of sick and injured persons. It must have Registered Graduate Nurses (R.N.) on 24-hour call and organized facilities for diagnosis and surgery either on its premises or in facilities available to it on a contractual prearranged basis. Hospital also means any institution that We must accept, by the laws of the state regulating the institution, for the particular treatment it gives to an Insured.

Hospital does not include an institution, or part of it, that is used mainly as a facility for rest, nursing care, convalescent care, care of the aged, or remedial education or training.

**Individual Deductible** means an amount of Covered Charges which must be paid by the Insured or on behalf of the Insured before the Policy will pay benefits. This would include amounts paid under any other policy or service contract for Covered Charges.

**Maximum Benefit Amount** means the combined total amount of Covered Charges the Policyholder and We will pay on behalf of an Insured while covered under this Policy. The Maximum Benefit Amount is shown in the Schedule.

**Policy Year** means each 12-month period beginning on the Policy Effective Date and ending at 12:01 a.m. of the subsequent year.

**Reasonable and Customary** means the usual charge made for Medically Necessary services or supplies generally furnished for cases of comparable severity and nature in the geographic area in which the services or supplies are furnished.

## **EXCLUSIONS**

In addition to the General Exclusions in this Policy, We will not provide coverage for any of the following:

1. any service or charge for which the Insured is not legally obligated to pay;
2. treatment, services or supplies not Medically Necessary, or in excess of the Reasonable and Customary amount;
3. any experimental or research treatment that is considered as such by the U.S. Department of Health and Human Services or any of its agencies;

4. sales tax or gross receipt tax, or any charges to complete a claim form;
5. transportation costs other than for Emergency ambulance services;
6. custodial, respite, rest or supportive care which does not assist the Insured to recover from an Injury;
7. personal comfort items such as telephone, television or similar services;
8. charges for appliances prescribed for the purpose of preventing future Injury; and
9. services or treatment for Injury to teeth, unless such teeth are evidenced to have been sound and natural prior to the date of Injury.

### **SECTION III - GENERAL EXCLUSIONS**

This Policy does not cover any loss caused by or resulting from:

1. suicide or any attempt at suicide or intentionally self-inflicted Injury, while sane or insane (in Colorado or Missouri, while sane);
2. engaging in any act or occupation which is in violation of the law of the jurisdiction where the loss or cause of loss occurred. A violation of law includes both misdemeanor and felony violations;
3. disease, sickness, bodily or mental infirmity, and medical or surgical treatment for any of these;
4. ptomaine or bacterial infection, other than bacterial infection occurring in consequence of a covered accidental cut or wound;
5. participation in the military, naval or air forces of any country;
6. Participation in a Riot, rebellion or insurrection of any act incident to any of these. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use of or the threat to use force or violence by three or more persons without the authority of law;
7. with regard to aircraft:
  - a) boarding, alighting from, being struck by, or being on any aircraft owned, operated or leased by the Policyholder, the Insured, or a member of the Insured's Immediate Family;
  - b) flying in any aircraft which is rocket propelled;
  - c) flying in any aircraft being used for aerobatics, racing or an endurance test, crop dusting, seeding, fertilizing, or spraying, fighting a fire, any exploration, pipe or power line patrol, the pursuit of animals or birds, aerial photography, banner towing or skywriting, or any test or experimental purpose;
  - d) flying when a special permit or waiver from the proper authority has to be issued; or
  - e) riding as a pilot, operator or "Crew Member" in any aircraft. "Crew Member" means any person who has any duties aboard the aircraft;
8. any Accidental Bodily Injury that occurs while an Insured has been determined to be intoxicated:
  - a) by judicial or administrative judgment or order;
  - b) by evidence of an alcohol concentration in the Insured's blood, breath or urine which equals or exceeds the limits set by applicable motor vehicle laws; or
  - c) by other evidence demonstrating the Insured was under the influence of any alcohol, narcotic, barbiturate or hallucinatory drug, unless the same was administered on the advice of a Physician and was taken according to the prescribed dosage;
9. Pre-existing Conditions, as defined;
10. Cumulative Trauma/Cumulative Injury;
11. war or act of war, whether declared or not;
12. exposure of the elements by or disappearance of an Insured; or
13. travel to or from a Policyholder supervised and sponsored play or practice of an eligible sport.

### **SECTION IV - ELIGIBILITY**

#### **CLASS(ES)**

Class(es) of persons the Policyholder has selected to be eligible for coverage under this Policy are described in the Policyholder's Application and Schedule.

#### **ELIGIBILITY REQUIREMENTS**

A person becomes eligible for coverage under this Policy on the later of:

1. the effective date of this Policy; or

2. the date the person becomes a member of an eligible Class as shown in the Policyholder's Application and Schedule.

## **SECTION V - EFFECTIVE DATE, CHANGES IN COVERAGE**

### **POLICY EFFECTIVE DATE**

This Policy is effective on the date shown on the face page provided the required premium is paid.

### **INSURED EFFECTIVE DATE**

An Insured's coverage under this Policy will be effective on the later of:

- 1) the effective date of this Policy; or
- 2) the date the person meets the Eligibility Requirements of this Policy.

### **INSURED DELAYED EFFECTIVE DATE**

If an Insured is not eligible on his or her effective date, the effective date is postponed until the date the person becomes eligible.

### **CHANGES IN COVERAGE**

Any increase in coverage applies to the Insured who is eligible on the effective date of the increase. If the Insured is not eligible, the effective date of the increase for that Insured is effective on the date he or she becomes eligible. The increase in coverage will not apply to an eligible claim incurred prior to the date of increase.

Any decrease in coverage applies to the Insured on the effective date of the decrease, except for an eligible claim incurred prior to the date of decrease.

## **SECTION VI - TERMINATION PROVISIONS**

### **POLICY TERMINATION AND RENEWAL**

If premiums are paid as required, subject to the Grace Period provision, this Policy remains in effect until the Anniversary Date shown on the face page, unless We agree in writing to extend coverage beyond that date.

### **INSURED TERMINATION**

An Insured's coverage under this Policy will terminate on the earliest of:

1. the date this Policy terminates;
2. the last day of the term for which premiums were paid when due, subject to the Grace Period provision; or
3. the date the Insured no longer meets the Eligibility Requirements of this Policy.

Termination of coverage for any Insured will be without prejudice to a covered loss that is due and payable before the termination date.

## **SECTION VII - PREMIUM PROVISIONS**

### **PREMIUM CALCULATION AND PAYMENT**

Premiums due under this Policy are based on the rates shown in the Policyholder's Application. The Application is attached to and becomes part of this Policy.

We provide insurance coverage in return for premium payment. The first premium is due on the effective date. Premiums must be paid and received on or before the due date. Failure to pay a premium on or before its due date shall constitute a default.



**PREMIUM CHANGES**

Premiums may be changed when:

1. coverages under this Policy change;
2. Class(es) change;
3. a government action changes Our liability under this Policy; or
4. the number of Insureds changes.

We will give the Policyholder 31 days advance written notice of such change.

**INCORRECT PREMIUM PAYMENT**

Premium paid in error for a person who is not covered will be refunded. Such refund is without interest and must be requested by the Policyholder. Except for fraud, premium adjustments or refunds, premium changes will be made only for the current and immediately preceding periods of time this Policy was in force.

**MINIMUM PREMIUM REQUIRED**

We may require that a minimum premium be paid by the Policyholder to keep this Policy in force. Such minimum premium is not subject to refund.

**GRACE PERIOD**

This Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. It will terminate at the end of the grace period if all premiums that are due are not paid. We will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period.

**UNPAID PREMIUM**

When a claim is paid during the grace period, any premium due and unpaid will be deducted for the claim payment.

**SECTION VIII - GENERAL PROVISIONS****ENTIRE CONTRACT; CHANGES**

This Policy, including any endorsements and riders, the Policyholder's Application and the Insured's individual application, if any, are the entire contract between the parties. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defense to a claim hereunder unless it is contained in a written instrument signed by the Policyholder or the Insured, and a copy of which has been furnished to the Policyholder, the Insured, or the Insured's beneficiary.

**INCONTESTABILITY**

After this Policy has been in force for two years, it can only be contested for non-payment of premium. No statement made by an Insured can be used in a contest after the Insured's insurance has been in force for two years during the Insured's lifetime. No statement an Insured makes can be used in a contest unless it is in writing and signed by the Insured.

**NOTICE OF CLAIM**

Written notice of claim must be given to Us within 30 days after the occurrence or commencement of any loss covered by this Policy, or as soon after that as is reasonably possible. Notice given by or for the Insured to Us at Our home office or to any of Our authorized agents with sufficient information to identify the Insured, will be deemed as notice to Us.

**CLAIM FORMS**

We will furnish claim forms to the Insured within 15 days after notice of claim is received. If We do not send the forms within that time, the Insured can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Proof of Loss provision.

**PROOF OF LOSS**

We must receive written proof of loss within 90 days of a loss. Failure to provide proof during that time will not invalidate a claim if it is shown to Us that the proof was given as soon as was reasonably possible. In no event, other than in absence of legal capacity, may proof of loss be given after one year from the time such proof is otherwise required. If the Insured or beneficiary fails to provide timely written proof of loss, no benefits will be payable for such loss unless We determine Our rights are not prejudiced by such failure.

### **PAYMENT OF CLAIMS**

If there is no designated beneficiary when the Insured dies, We will pay the benefits to the first of the following living persons:

1. the Insured's spouse;
2. the Insured's children, equally;
3. the Insured's parents, equally;
4. the Insured's brothers and sisters, equally; or
5. the Insured's estate.

In determining such person(s), We may rely upon an affidavit by such person(s). Payment based upon such affidavit will be Our full acquittance hereunder unless, before payment is made, We receive at Our home office written notice of a valid claim by some other person.

If two or more persons become entitled to loss of life benefits, they will share equally unless the Insured had designated otherwise in writing to Us. Any other accrued indemnity unpaid at the Insured's death may, at Our option, be paid to the designated beneficiary or to the Insured's estate. All other indemnities under this Policy are payable to the Insured.

If requested in writing and approved by Us in advance, any portion of a payment provided by this Policy may be assigned. Any payment the Company makes in good faith under this provision fully discharges the Company to the extent of its payment.

### **TIME OF PAYMENT OF CLAIMS**

Benefits for any loss payable other than on a periodic basis are payable immediately as of the date We receive proof of loss. All benefits payable as a result of a loss which requires periodic benefit payment will be paid on a monthly basis. Any unpaid indemnity due at the Insured's death may, at Our option, be paid in one lump sum to the Insured's beneficiary or estate. Any balance remaining unpaid at the termination of the period of liability will be paid as soon as reasonably possible upon Our receipt of proof of loss.

### **PHYSICAL EXAM AND AUTOPSY**

We, at Our own expense, have the right to have the Insured examined when and as often as is reasonably necessary while a claim is pending. Failure to submit to the exam may result in termination of benefits. We also have the right to have an autopsy performed, unless prohibited by law.

### **CLERICAL ERROR**

Clerical errors or delays in keeping records for this Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased. As soon as the error is found, a fair adjustment of premium and benefits will be made.

### **LEGAL ACTION**

No legal action may be brought against Us by the Policyholder or an Insured to recover on this Policy within 60 days after written proof of loss has been given to Us as required by this Policy. No such action may be brought after three years from the time written proof of loss is required. If the time limitation stated herein is less than that permitted by the law of another state, the time is hereby extended to agree with the minimum required by the law.

### **BENEFICIARY**

The right to designate or change a beneficiary is reserved solely to the Insured. Permission of a beneficiary is not required for the Insured to change the beneficiary, unless an irrevocable beneficiary. No change of beneficiary is binding on Us until the original or a duplicate of the written request for change is received by Us. If We pay a benefit before We receive a request for beneficiary change, We are released from further liability to the extent of Our payment.

### **ASSIGNMENT**

Benefits under this Policy may be assigned. No assignment is binding until the original or a duplicate of it is received by Us. We do not assume responsibility for the validity of such assignment.

**POLICYHOLDER RECORDS**

The Policyholder agrees to keep records showing, with respect to each Insured, the essential particulars for this insurance. We have the right to review all of the Policyholder's records relating to this Policy at any reasonable time while this Policy is in force and within two years after it is terminated. If the final settlement of all premium and claims under this Policy takes more than two years, the right of review extends to the date of such settlement.

**WORKERS' COMPENSATION**

This Policy is not in place of a Workers' Compensation plan and does not affect any requirement for coverage by Workers' Compensation.

**CONFORMITY WITH STATE STATUTES**

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of such statutes.

**FACILITY OF PAYMENT**

If any benefit is payable to an Insured's estate or to a minor or person not otherwise competent to give a valid release, We may pay such benefit, up to an amount not exceeding \$250, to any relative by blood or by marriage whom We consider to be entitled to the benefit. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment.

## CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

20/4/61  
NMA1331



Injured Person's Name: \_\_\_\_\_  
Group Policyholder: \_\_\_\_\_  
Group Policy #: \_\_\_\_\_

### OTHER INSURANCE INFORMATION

Injured Persons are very often included under their spouse or parents medical insurance plans and/or have coverage through their own employer. Please complete, in full, all the requested information below regarding other insurance coverage. It is not necessary for Injured Persons who are married or who are over the age of 26 to complete the parent information.

INJURED PERSON'S EMPLOYER:	_____	PHONE #	_____
EMPLOYER'S ADDRESS:	_____		
INSURANCE COMPANY NAME:	_____	POLICY #:	_____
SPOUSE'S EMPLOYER:	_____	PHONE #	_____
SPOUSE'S EMPLOYER'S ADDRESS:	_____		
INSURANCE COMPANY NAME:	_____	POLICY #:	_____
MOTHER'S EMPLOYER:	_____	PHONE #	_____
MOTHER'S EMPLOYER'S ADDRESS:	_____		
INSURANCE COMPANY NAME:	_____	POLICY #:	_____
FATHER'S EMPLOYER:	_____	PHONE #	_____
FATHER'S EMPLOYER'S ADDRESS:	_____		
INSURANCE COMPANY NAME:	_____	POLICY #:	_____

Benefits are payable under your plan on an excess basis which means we are a secondary carrier to any other valid and collectible insurance or pre-payment plan. Please submit all bills to all other applicable insurance carriers. Provide us with copies of their payment explanations. If charges are denied, a copy of the denial letter will be needed. Our liability cannot be determined until all other insurance carriers have paid their liability.

If you are not entitled to any other insurance or service plan benefits, please complete the affidavit section below and return this fully completed form to Special Insurance Services, Inc., PO Box 250349, Plano, TX 75025-0349.

### AFFIDAVIT

The undersigned, being duly sworn, on oath, deposes and states that:

1. I have carefully read the information above which outlines the conditions of coverage for the Injured Person and all eligible dependents (if any) under the Policy issued.
2. No insurance, Blue Cross-Blue Shield or any other type of benefits have been paid or are collectible on account of the medical expense incurred because of the injury sustained by the Injured Person, except as noted.

I agree, that should it be determined at a later date that there is other insurance collectible, to reimburse the insurance company to the extent of any amount collectible.

Signature (Injured Person or Parent/Guardian, if under 18) \_\_\_\_\_

Witness Signature \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*SPECIAL INSURANCE SERVICES, INC.*



### Authorization for Disclosure of Protected Health Information

I, \_\_\_\_\_, authorize the disclosure of my protected health information<sup>1</sup> as described herein. I understand that this authorization is voluntary and made to confirm my direction. I understand that, if the person(s) or organization(s) that I authorize to receive my protected health information are not subject to federal and state health information privacy laws,<sup>2</sup> subsequent disclosure by such person(s) or organization(s) may not be protected by those laws.

1. I authorize Special Insurance Services, Inc. to disclose and/or discuss my protected health information with the following person(s) and/or organization(s):

Name(s) (i.e. spouse) \_\_\_\_\_

2. Specific description of the protected health information that I authorize for disclosure (i.e. claim status, payment information, etc.)

3. Specific description of the purpose for each use or disclosure (or write "At the request of the individual" in this space):

4. I understand that I may revoke this authorization at any time by sending a letter to the person or organization listed in paragraph one, except to the extent that the person(s) and/or organization(s) named above have taken action in reliance on this authorization. If I do not sign this form or if I later revoke my authorization, the services provided to me by the person or organization listed in paragraph one will not be affected in any way.

I have had the opportunity to read and consider the contents of this authorization. I confirm that the contents are consistent with my direction.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Relationship or Authority of Personal Representative (if applicable) \_\_\_\_\_

<sup>1</sup>Protected health information ("PHI") is health information that is created or received by a health care provider, health plan, or health care clearinghouse which relates to: 1) the past, present, or future physical or mental health of an individual; 2) the provision of health care to an individual; or 3) the past, present, or future payment for the provision of health care to an individual. To be protected, the information must be such that it identifies the individual or provides a reasonable basis to believe that the information can identify the individual. 45 C.F.R. 164.508.

<sup>2</sup> These laws apply to health plans, health care providers, and health care clearinghouses.

**SPECIAL INSURANCE SERVICES, INC.**

2740 Dallas Parkway, Suite 100 • Plano, Texas 75093 • Phone: (972) 788-0699 • Fax: (972) 960-0377



## CLAIM VERIFICATION FORM

Policyholder Name: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

Dear Policyholder:

The attached or previously issued policy contains accident medical coverage. To allow claim processing, we require that a representative and alternate representative of the Policyholder be named in the spaces provided below to verify all claims. These representatives must verify, by signature, the validity of all claims under this policy.

Upon completion of this form, please return it to Special Insurance Services, Inc. at the address listed below. This form must be returned to guarantee claim processing.

REPRESENTATIVE:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

ALTERNATIVE REPRESENTATIVE:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

AUTHORIZED BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

***SPECIAL INSURANCE SERVICES, INC.***

*P.O. Box 250349 • Plano, Texas 75025-0349 • (972) 788-0699 or (800) 767-6811*

## ADMINISTRATIVE SERVICE AGREEMENT

THIS AGREEMENT made and effective at Plano, Texas on the 6th day of August, 2014 by and between the University of South Carolina Upstate (the Plan Sponsor and sometimes called the Plan Administrator) whose principal place of business is 800 University Way, Spartanburg SC 29303 and Special Insurance Services, Inc. located at Suite 100, 2740 Dallas Parkway, Plano, Texas 75093 (hereinafter called the Claims Administrator) for the purpose of administering certain aspects of The Institution's Intercollegiate Athletic Benefit Plan (hereinafter called the Plan) of The Institution and subsidiaries, collectively the "Institution" and providing a means by which the participants of the Plan may secure benefits for themselves in the event of covered expenses or other covered loss, or other occurrence, as specifically provided herein.

### CONSIDERATION

NOW THEREFORE, in consideration a) of The Institution paying \$4,000.00 to the Claims Administrator for the Agreement Period commencing August 6, 2014 and ending August 5, 2015, and b) of the mutual covenants and agreements herein contained, and c) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, hereby agree as follows.

### SECTION I. GENERAL PURPOSES

- 1.1 The Institution has agreed to the direct payment of benefits to and for eligible intercollegiate athletic participants from special funds set aside by The Institution for this purpose or from The Institution's general assets.
- 1.2 The provisions of the Plan are stated in The Institution's Plan. It is the intention of The Institution to provide benefits to student athletes based on the terms and conditions as they exist in the policy purchased by the institution, a copy of which is maintained in the office of the Athletic Director of the Institution and is also on file with the Claims Administrator.
- 1.3 It is the understanding and intention of all parties that the Claims Administrator will assume the responsibilities of the day-to-day claims servicing of the Plan on behalf of The Institution. The sole purpose of this Agreement is to relieve The Institution of the details and various technical duties which are associated with the adjudication of claims by a plan of this nature.

### SECTION II. DUTIES AND RESPONSIBILITIES OF THE CLAIMS ADMINISTRATOR

- 2.1 The Claims Administrator agrees to administer the Plan in accordance with its terms and to perform such services as may be required in connection with its administration including the following:
  - (a) To provide the claim forms in standard use by the Claims Administrator;
  - (b) To respond to the reasonable request for information from intercollegiate athletes as to the benefits available to them under the Plan and to consult with such intercollegiate athletes when necessary regarding the proper methods of submitting claims for benefits;
  - (c) To communicate in appropriate instances with practitioners, hospitals, and other persons or institutions supplying medical services in order to clarify or to verify claims;
  - (d) To advise the Plan Administrator as to all payments required pursuant to Section IV, hereto, and to process all contributions and payments from The Institution (and if applicable, from the Trust Account or Fund) for claims made in accordance with the benefit provisions of the Plan; and to process the following items:
    - 1) Charges incurred for audits of hospital bills and investigation of claims in accordance with criteria and guidelines established by The Institution as provided by the terms of the Plan; provided any charges for extraordinary services not normal to plan operation must be approved in advance by the Plan Administrator;
    - 2) The payment of monthly fees and other fees of the Claims Administrator provided for in this Agreement; and
    - 3) The payment of any other amounts authorized by the Plan Administrator as required from time to time;
  - (e) To process all claims for payments by the Plan Administrator, in accordance with the Plan provided that no claim shall be deemed to have become payable until the Claims Administrator receives due proof of loss as required by the terms of the Plan; and
  - (f) To perform such additional incidental services with respect to the administration of the Plan as may be agreed upon by both parties, hereof, from time to time during the period of the Agreement.
- 2.2 The Claims Administrator shall provide the Plan Administrator monthly reports and an annual report of the operation of the Plan. For these purposes, the Claims Administrator shall be entitled to rely on any



- and all information furnished by the Plan Administrator or, if there is one, the Trustee of the Trust Account or Fund. These reports may include, but are not limited to, periodic stop loss status reports, pending claim reports, usage reports, large claim identification reports. Any additional reports required, and reporting times, shall be agreed upon by both parties at such time additional reports are requested.
- 2.3 The Claims Administrator shall keep itemized accounting records and individual athletic participant claims records for the Plan Administrator which shall be available for inspection by the Plan Administrator or any underwriting insurance company during the normal business hours of the Claims Administrator.
- 2.4 The Claims Administrator agrees to maintain any insurance coverage(s) required by any federal or state law.
- 2.5 The Claims Administrator, after processing claims and being satisfied that the various claims documents have been properly recorded, shall retain one complete record in its possession and shall maintain a duplicate record in off-site protected storage for security purposes.
- 2.6 The Claims Administrator shall keep the Plan Administrator advised as to any disputed matters which come to its attention and shall promptly advise The Institution of any legal actions commenced against the Plan Administrator which comes to its attention. The Claims Administrator shall attempt to notify the Plan Administrator via telecommunications immediately and shall follow up in writing.
- 2.7 The Claims Administrator will attempt to recover any payment made to an ineligible person, or any overpayment, or will adjust any underpayment, if it is determined that an incorrect amount was paid by the Claims Administrator. The Claims Administrator will not be required to initiate court proceedings for any such recovery and will be liable for any overpayment or payment to an ineligible athletic participant resulting from the direct consequence of misconduct, negligence, or fraud on the part of the Claims Administrator, its directors, officers, or employees; but not otherwise.
- 2.8 The Claims Administrator shall be administratively responsible for appeals of denied claims with respect to the self-funded portion of the Plan, however, the Plan Administrator retains ultimate authority as to benefits paid or denied by the Plan, without regard as to whether payments may qualify for reimbursement by a separate funding vehicle, if in existence.
- 2.9 The Claims Administrator shall notify The Institution when the balance in the Trust Account or Fund, as required in Section 4.2, needs to be increased.

### SECTION III. DUTIES AND RESPONSIBILITIES OF THE INSTITUTION AND PLAN ADMINISTRATOR

- 3.1 The Institution shall be the Plan Administrator for The Institution with responsibilities to the Claims Administrator as required to carry out the purpose of this Agreement.
- 3.2 The Institution shall have final authority in decisions regarding the insurance company or companies chosen to provide protection under the Plan.
- 3.3 The Institution shall have final authority regarding the choice of the amount and coverage of any insurance purchased.
- 3.4 The Institution shall be responsible for payment of all insurance premiums, the expenses of the Claims Administrator as hereinafter agreed upon, and the contributions to the Trust Account or Fund described in Section IV.
- 3.5 The Institution agrees to take the following actions with respect to the Plan to facilitate proper administration by the Claims Administrator:
- To promptly supply the Claims Administrator with all information required with respect to intercollegiate athletes who participate in the Plan and to promptly notify the Claims Administrator of all changes occurring thereafter with respect to the eligibility status of all Plan participants;
  - To promptly advise the Claims Administrator upon acquisition of any new or different insurance contract or upon changes in The Institution's organization which might affect the status of the Plans in effect at that time;
  - To promptly provide the Claims Administrator with any pertinent or beneficial information for the proper administration of the Plan as may be requested by the Claims Administrator from time to time; and
  - To supply, in writing, the Claims Administrator, the names of those individuals who have authority to deal with the Claims Administrator. The Claims Administrator shall be entitled to rely on any and all information received from such individual(s).
- 3.6 The Plan Administrator shall be the Named Fiduciary under the Plan with the authority to manage, acquire, or dispose of the assets of the Plan on a discretionary basis, although such authority may be delegated, in whole or in part.
- 3.7 The Institution shall be responsible for the status of the Plan under state insurance laws and under local, state, and federal tax laws.
- 3.8 The Institution, when necessary, shall provide, or attempt to provide, a release from each intercollegiate athlete which permits The Institution and the Claims Administrator and successor Administrators to have

- access to individual participant medical information.
- 3.9 The Institution retains all final authority and responsibility for the Plan and its operation.
- 3.10 The Plan Administrator shall be responsible for the defense of any legal action involving a claim for benefits under the Plan, including the selection and payment of attorney's fees and costs and shall hold the Claims Administrator harmless, except in the case of misconduct, negligence, or fraud on the part of the Claims Administrator, its directors, officers, or employees.
- 3.11 The Institution shall be responsible for all costs related to the shipment or forwarding of physical claim files at the time of termination of this agreement.

#### **SECTION IV. PAYMENT OF CLAIMS AND MAINTENANCE OF TRUST FUNDS**

- 4.1 The Institution agrees to promptly pay all proper claims submitted under the Plan or forward to the Claims Administrator, or to deposit in a Trust Account or Fund established for The Institution all amounts necessary to be sufficient to pay all claims. The Trust Account or Fund, if established, shall be in a fully insured major banking institution, savings and loan association, or similar institution. Monies deposited in the Trust Account or Fund are to be invested in accordance with the terms of the Trust Agreement, or, if no such Agreement exists, at the discretion of the Plan Administrator.
- 4.2 Funding is expected to occur immediately upon request. If the Plan Administrator fails to fund claims within 10 business days of request, the Claims Administrator shall inform all pending payees and direct related communications to the Plan Administrator.
- 4.3 Any interest earned on such Trust Account or Fund shall be retained therein and shall be used to reduce the amounts of additional contributions required from time to time to maintain proper balances in the Trust Account or Fund.
- 4.4 The Institution hereby gives Special Insurance Services, Inc. the authority to deposit in its accounts any checks made payable to The Institution from the carrier providing reimbursement insurance. Such funds are to be used to pay benefits due under the Plan. Both The Institution and Special Insurance Services, Inc. recognize this is necessary. Although the reimbursement and/or separate funding vehicle may allow payment to SIS, the carrier may choose to make checks payable to The Institution.

#### **SECTION V. CLAIMS AND ADMINISTRATIVE FEES**

- 5.1 For the administrative services provided by the Claims Administrator, the Plan Administrator agrees to pay mutually agreed fees based upon the number of covered participants and expected claims for the stated Agreement Period in accordance with the schedule shown below:
- (a) Reasonable and necessary expenses incurred in connection with hospital audits, claims investigations, etc., in accordance with policies established by the Plan Administrator and the Claims Administrator; and provided any extraordinary investigative or operational expenses be approved in writing in advance by the Plan Administrator. Charges for services by other vendors shall be paid in addition to Claims Administration charges.
- (b) Reasonable and necessary programming charges arising by virtue of specific requirements of the Plan Administrator, which are unique to the Plan Administrator, shall be paid by the Plan Administrator in accordance with the standard fees then being charged by the Claims Administrator (or parent company) for similar work. Provided such charges are approved by the Plan Administrator in advance, in writing.
- 5.2 The fee shall be due and payable on the first day of the Agreement Period as stated herein.
- 5.3 The Administrator's fee included in Section 5.1 above, shall not change for one year from commencement of the contract. For each subsequent year, such fees shall be negotiated. On or about ninety (90) days prior to any annual anniversary of this Agreement, the Claims Administrator shall notify the Plan Administrator of any price changes. Both parties agree to negotiate in good faith.
- 5.4 Any substantial change in the Plan or change in coverage which requires additional programs or personnel may result in a equitable fee adjustment as mutually agreed.
- 5.5 Fees and expenses for the Claims Administrator shall be paid by the Plan Administrator, as set forth in Section 5.1 above.

#### **SECTION VI. LIMITS OF ADMINISTRATOR RESPONSIBILITIES**

- 6.1 It is agreed by the parties that the Claims Administrator is and shall remain independent with respect to the services being performed pursuant to this Agreement and shall not for any purpose be deemed an employee of The Institution; nor shall the parties be deemed partners, joint ventures, or governed by any legal relationship other than that of contracting parties.
- 6.2 The Claims Administrator does not assume any responsibility for the general policy direction of the Plan, the adequacy of the funding thereof, or any act or omission or breach of duty by parties other than the Claims Administrator.

- 6.3 The Claims Administrator is in no way to be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Plan.
- 6.4 The parties agree to indemnify and hold the other, its directors, officers, and employees, harmless from any and all claims, lawsuits, settlements, judgements, costs, penalties, and expenses, including attorney's fees resulting from or arising out of or in connection with, any function of the Claims Administrator under this Agreement, unless it is determined that the liability therefore was the direct consequence of misconduct, negligence, or fraud on the part of the Claims Administrator, its directors, officers, and employees.
- 6.5 The Claims Administrator is not a fiduciary under the Plan.
- 6.6 The Claims Administrator shall not be liable for any premium tax or fee with respect to the benefit payments made by the Claims Administrator under this Agreement on behalf of the Plan Administrator or the Plan. Accordingly, the Plan Administrator shall reimburse the Claims Administrator upon demand to the extent of such tax or fee, plus any expenses incurred by the Claims Administrator in connection with such assessment by any state or governmental authority, including without limiting the generality of the foregoing, penalties, fines and/or interest.

#### SECTION VII. COMMENCEMENT AND TERMINATION

- 7.1 Subject to the annual negotiation of fees pursuant to Section 5.3 above, this Agreement shall become effective on the date stated in this Agreement and shall continue from year to year thereafter, unless previously terminated.
- 7.2 This Agreement may be terminated at any time by The Institution upon sixty (60) days written notice to the Claims Administrator. Application of this Agreement to any state or jurisdiction may be discontinued by either party as of the date either party determines that it will be penalized by such state or jurisdiction for proceeding with its performance under this Agreement.
- 7.3 In the event of termination:
  - (a) Claims Administrator shall adjudicate all provider bills received as of the effective date of termination, death or dismemberments that occurred by the effective date of termination;
  - (b) The Claims Administrator shall reasonably cooperate with any transition following such termination, and will make available (within fifteen (15) business days) any and all information in its possession relating to the payment of claims received prior to the date of termination;
  - (c) The Plan Administrator will be responsible for: i) all fees, commitments, charges, and obligations incurred in accordance with this Agreement by the Claims Administrator; ii) all valid claims for which checks have been issued; and iii) all valid unpaid claims of intercollegiate athletes at termination. The Institution will be liable for all checks paid by the Claims Administrator pursuant to the terms of this Agreement;
  - (d) The Claims Administrator shall provide to the Plan Administrator, (without a cost and within fifteen business days) a computer generated listing in the standard format of the Claims Administrator, information as to all claims paid, validity, social security number, athlete name and address, patient's name, diagnosis codes, service code, and services paid since the loss report to effective date of the termination of this Agreement; and
  - (e) Claims Administrator shall furnish to The Institution one copy of all transactions and claims as kept in the ordinary course of business.
  - (f) Claims Administrator shall not be responsible for adjudication of any claims that occur prior to the effective date of this Agreement. In addition, the Claims Administrator and Plan Administrator agree that all claims shall be filed as soon as reasonably possible after the close of the Agreement Period. In no event, shall the Claim Administrator be responsible for adjudicating claims submitted more than three months after the end of the Plan Year or for adjudication of additional bills for previously filed claims that are submitted more than six months after the end of the benefit period stated in the Plan.

#### SECTION VIII. MISCELLANEOUS PROVISIONS

- 8.1 The Plan Administrator shall have the right to examine any records of the Claims Administrator relating to the benefit payments and request for benefit payments under the Plan and the issuing of checks for payment of benefits under the Plan; provided, however, that any examination of individual benefit payment records shall be carried out in a manner agreed to between the Plan Administrator and the Claims Administrator designed to protect the confidentiality of the individual's medical information.
- 8.2 In the event that either party shall default in the performance of the duties and the obligations imposed upon it pursuant to the terms of this Agreement, the other party shall be entitled to terminate this Agreement upon delivery of fifteen (15) days prior written notice of such termination to such party by reason of such default.
- 8.3 Any notice to be given pursuant to the terms of the Agreement may be given either by personal delivery

in writing or by registered or certified mail with return receipt requested and postage pre-paid. Mailed notices shall be sent to the parties at their respective addresses shown beneath their signatures on this Agreement. Mailed notices shall be deemed given when received.

- 8.4 This Agreement shall not be assigned by either party without the written consent of the other party, except to a wholly owned subsidiary or parent corporation.
- 8.5 This Agreement may be amended at any time but only by written Agreement between The Institution and the Claims Administrator.
- 8.6 In the event either party to this Agreement shall bring any action of proceeding for damages for an alleged default of any provision or to enforce, protect or establish any right or remedy of the other party thereunder, the prevailing party shall be entitled to recover as a part of such action or proceeding reasonable attorney's fees and court costs.
- 8.7 Except as otherwise provided by Federal Law, the terms and provisions of this Agreement shall be governed by the laws of the State of Louisiana; it is agreed that jurisdiction and venue shall lie in Tangipahoa Parish, Louisiana.
- 8.8 Neither party shall have any interest in the software or hardware used by the Claims Administrator in performing its functions.
- 8.9 This Agreement and all (if any) amendments attached and signed by The Institution and the Claims Administrator shall constitute a full Agreement between the parties.
- 8.10 (a) Information that identifies an individual covered by the Plan is confidential. During the time such information is in the Claims Administrator's custody or control, the Claims Administrator shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of the Plan.
- (b) The Claims Administrator shall disclose such information only:
1. in response to a court order;
  2. for an examination conducted by the commissioner of insurance;
  3. to or at the request of the insurer or Plan Sponsor; or
  4. with the written consent of the identified individual or his or her legal representative.
- 8.11 The Claims Administrator agrees to only use advertising relating to business underwritten by an insurer, Plan, or Plan Sponsor that is approved by the insurer, Plan, or Plan Sponsor in advance of its use.
- 8.12 At the direction of the Plan or Plan Sponsor the Claims Administrator may make premium payment on behalf of the Plan to an insurer.
- 8.13 The Claims Administrator shall maintain all records and files that arise as a part of the administration of the Plan. All records and files prepared or maintained, by the Claims Administrator in the administration of the Plan shall be the property of the Plan Sponsor. Upon termination of this agreement the Plan Sponsor shall make arrangements for delivery of the files at the Plan Sponsor's expense. The Claims Administrator shall be entitled to retain copies of all records and files. The files must be removed from the Claims Administrator's office within 60 days. Any state law or regulation affecting control, retention, or distribution of records and files will take precedence over this Agreement. All records and files must be retained for a minimum of seven (7) years in the State of Texas. The Plan Sponsor, upon written notice from the Claims Administrator, shall provide the Claims Administrator with unrestricted access to the records and files during the time such records and files are maintained by the Plan Sponsor as provided herein.

**PLAN SPONSOR:**  
University of South Carolina Upstate (The Institution)

**CLAIMS ADMINISTRATOR:**  
Special Insurance Services, Inc.

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type

\_\_\_\_\_  
Print/Type

TITLE: \_\_\_\_\_  
Print/Type

TITLE: \_\_\_\_\_  
Print/Type

WITNESSED: \_\_\_\_\_  
Signature

ATTESTED: \_\_\_\_\_  
Signature