



UNIVERSITY OF  
**SOUTH CAROLINA**

**Request for Quotation**  
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**THIS IS NOT AN ORDER**

**Purchasing Department | 1600 Hampton Street, Suite 606 | Columbia, SC 29208 | (803) 777-4115**

Quotation must be received no later than: <b>9:00 AM</b>  <b>1 24 2019</b>	Send Quotation to above address at Attention of:  <b>Dennis Gallman</b>	Solicitation Number:  <b>USC-RFQ-3428-DG</b>	Posting Date:  <b>1 16 2019</b>
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Please quote your lowest delivered price of the item(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities.

1. All Quotes must be signed by the vendor's representative per the terms noted. Failure to comply with these instructions may result in disqualification of the quote.
2. Faxed (803) 777-2032 or E-mailed (gallmand@mailbox.sc.edu) Quotes are acceptable and preferred.
3. This solicitation conforms to the provisions of Procurement Code Section 11-35-1550.

<b>Vendor Name</b>			
<b>Vendor Address</b>			
<b>Phone Number</b>		<b>E-mail</b>	
<b>FEIN/SSN</b>		<b>SC Minority Cert No.</b>	
<b>Print Name</b>		<b>Signature</b>	

Item	Unit	Description of Supplies	Total Price
1		<b>Provide Secondary Athletics Insurance for University of South Carolina Salkehatchie Campus</b>	\$
		Award will be made to one vendor. Quote only as specified. Do not include sales tax.	

Deliveries shall be FOB Destination. A faxed or e-mailed quote is acceptable.

**Buyer: Dennis Gallman    Phone: (803) 777-4115    E-mail: gallmand@mailbox.sc.edu**

## TERMS AND CONDITIONS

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the University of South Carolina or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages, or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

All materials and products offered must be guaranteed to meet and comply with the requirements of all specifications, terms, and conditions indicated in this solicitation.

Award will be made in accordance with Section 11-35-1550 of the South Carolina Consolidated Procurement Code.

The University reserves the right to: (1) reject any and all quotations and to cancel the solicitation; (2) waive any and all technicalities; (3) reject any quotation in which the delivery time indicated is of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; (4) reject ambiguous quotations which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The successful bidder assumes sole responsibility and shall hold harmless the University of South Carolina, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees, and agents under this agreement. The University of South Carolina agrees to accept responsibility for claims, actions, or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the University of South Carolina, its members, directors, officers, employees, and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

The University of South Carolina requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings, and ordinances.

These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

#### **DEFAULT**

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In case of default by the contractor, the University of South Carolina reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

#### **TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006)**

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can

demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

### **SHIPPING / RISK OF LOSS**

FOB Destination. Destination is the shipping dock of the University of South Carolina's designated receiving site, or other location, as specified herein.

### **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.sa.sc.edu/shs/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.

### **VENDOR IDENTIFICATION**

The University must have your Federal ID Number (company) or Social Security Number (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

**WARRANTY – STANDARD (JAN 2006)**

Contractor must provide the manufacture's standard written warranty upon delivery of product.  
Contractor warrants that manufacturer will honor the standard written warranty provided.

**STATE OFFICE CLOSINGS (JAN 2004)**

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/planandprepare/disasters/severe-winter-weather>

**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. [07-7B205-1]

**CODE OF LAWS AVAILABLE (JAN 2006):**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php> The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

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

1. Insurance to cover intercollegiate sports
2. Women's Volleyball  
Women's Basketball  
Women's Softball  
Women's Soccer  
Men's Basketball  
Men's Baseball  
Men's Soccer
3. Therefore, if they all recruit the minimum requirement that would be 100 female athletes and 75 male athletes.
4. USC Salkehatchie requires that an agent meet personally with the University's Athletic Director or designee to review the coverage and suggest cost saving ideas on a yearly basis and prepare and submit a written report that includes claim payment information as well as information on pending claims.
5. Benefits structured are to be 100% usual and customary with no inside limitations.
6. No names, lists or rosters to be supplied.
7. List of sports and number of athletes to be provided.
8. Coverage to be excess (secondary).
9. The bidder must be able to provide the following:

Respondents are to provide information requested for their bid in the following Mandatory Requirements Matrix. For the Technical Response, the Bidder shall fill out the column "Respondent Comments", 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 Box 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 Code:**

M= Mandatory  
HD= Highly Desirable  
D= Desirable

ITEM	DESCRIPTION	PRIORITY CODE	REQUIREMENT CODE	RESPONDENT COMMENTS
<b>3.1</b>	<b>Secondary Insurance Policy</b>			
A	The Initial Policy Term will be January 23, 2019 to January 24, 2020.. It will cover all eligible USC Salkehatchie student-athletes. This coverage includes team travel.	M	C&A	
B	Benefit Percentage- 100% of reasonable and customary charges	M	C&A	
C	Accident Medical Expense- \$25,000 maximum. (per covered person, per covered accident)	M	C&A	
D	Maximum Benefit Period- 2 years / 104 weeks or greater.	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	Deductible: \$0 each covered accident.	M	RI	
G	Accident Medical Expense Benefit includes: <ul style="list-style-type: none"> <li>covered expenses starting within 180 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. Provide information on the insurer and a sample policy.	M	RI	
B	100% claims coordination will be done by broker / agent to include collection of EOBs and HICFs. Provide examples of such claims done for other NJCAA institutions.	M	RI	
C	A dedicated customer service / claims coordination agent will be provided. Include the name and resume	M	RI	

ITEM	DESCRIPTION	PRIORITY CODE	REQUIREMENT CODE	RESPONDENT COMMENTS
	of the agent that USC Salkehatchie coordinator would work with.			
D	The name and email address of the Contractor's manager that USC Salkehatchie 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	Confirm 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, explain how the contractor will work to rectify any problems.	HD	RI	
H	The Contractor will provide 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 provides information that demonstrates its experience in achieving discounts from service providers. Provide a sample report that shows discounts negotiated by the agents.	HD	RI	
B	Contractor 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	
C	Firm will provide ongoing advice to make the program more efficient and provide Continuing Education opportunities for the USC Salkehatchie intercollegiate athletic professional staff	D	RI	
<b>3.4</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	



ITEM	DESCRIPTION	PRIORITY CODE	REQUIREMENT CODE	RESPONDENT COMMENTS
C	Describe your internal audit and quality control review procedures.	M	RI	
D	<p>Provide 3 current references from NJCAA Division I institutions that have used the vendor's services for similar Secondary Insurance and claims management services within the last two years.</p> <p>Each reference to include:  Company name  Reference Contact name  Contact telephone # and email address</p>	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.)

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

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	12	Months	Provide Athletic Insurance for University of South Carolina Salkiehatchie Campus (Aggregate Deductible Amount)	\$ _____	\$ _____

**Resident Contractor Preference**

**Resident Sub-Contractor Preference (2%)** \_\_\_\_\_ **Number of Sub-Contractors** \_\_\_\_\_

**Resident Sub-Contractor Preference (4%)** \_\_\_\_\_ **Number of Sub-Contractors** \_\_\_\_\_

**Note:** The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor to perform the work:
- 2) Identify the work the subcontractor is to perform:
- 3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.