



**Request for Proposal
RFP 014-15-16
Workers Compensation Program Third Party Administration and Adjustment Services**

Date: May 10, 2016

Response Deadline:
May 25, 2016
3:30 P.M. (EST)

Send Hard Copies and CD's to:
City of Columbia/Purchasing Division
Attention: RFP014-15-16 Workers Compensation Program Third Party Administration and
Adjustment Services

1136 Washington Street – 4th Floor
Columbia, S.C. 29201

Questions must be submitted using Bid Online.
Deadline for additional information and questions is:
May 16, 2016
12:00 P.M. (EST)

LaWana Robinson-Lee, Senior Buyer

LaWana Robinson-Lee, CPPO, CPPB

CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal. In submitting a proposal to the City of Columbia, the respondent offers and agrees that if the proposal is accepted, the respondent will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.

The respondent's final response as accepted by the City of Columbia shall mean: the final cost and technical proposals submitted by the awarded respondent and any subsequent revisions to the awarded respondent's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City of Columbia, except that no objection or amendment by the respondent to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City of Columbia has explicitly accepted the respondent's objection or amendment in writing.

Additionally, by signing you agree to the above and to all the terms and conditions set forth in this document and if awarded this proposal shall become the final contract.

WITNESSES AS TO RESPONDENT:

RESPONDENT

BY: _____

TITLE: _____

DATE: _____

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: City Manager

DATE: _____

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I. GLOSSARY OF TERMS

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Adjuster: An insurance agent who investigates personal or property damage and makes estimates for effecting settlements.

Administration: Performance of executive duties

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Audit: A detailed review and examination of records, documents and the business processes with the confirmation by outside experts of a situation or condition concluding with a detailed report of findings. A formal examination or verification of financial accounts or other business operations. Examples include financial, compliance and management audits.

Capability: The ability of a bidder to fulfill the contract at time of award.

City- City of Columbia, SC, also known as the "Owner" or "Utility"

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Functional Specification: A specification setting forth the results required from the supply or service.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Offeror: The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this RFP. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Self-Funded: Assuming full responsibility for funding a project

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Third Party: Someone who is not one of the two main people involved in a legal agreement but who is still affected by it in some way.

Workers Compensation: A system of insurance that pays an employee who cannot work because he or she has been injured while working.

II. GENERAL INFORMATION

Workers Compensation Program Third Party Administration and Adjustment Services

Sealed proposals will be received by the City of Columbia, South Carolina, for the above titled project. This solicitation is a Request for Proposals (RFP). Proposals must be submitted to Bid Online and hard copies received no later than 3:30 p.m., local time, May 25, 2016. Submittals shall be sent to *City of Columbia, Purchasing Department 4th Floor, 1136 Washington Street, Columbia, South Carolina 29201* Attn: RFP014-15-16 Workers Compensation Program Third Party Administration and Adjustment Services. The last day for questions is May 16, 2016 at 12:00 PM.

The City of Columbia will conduct a formal selection process to determine the best qualified respondent that meets the City's needs and budget. A selection committee will review the proposals, evaluate, and score. Negotiations will begin with highest ranked responsive and responsible offeror. The determination of the successful respondent will be based on a variety of criteria including, but not limited to, the expected quality of the service and its recommendations, qualifications and experience of the respondent and the cost to the City.

The City of Columbia is an equal opportunity employer and encourages Local Business Enterprise (LBE), Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business in accordance with SBA guidelines and/ or similar state or federal certification programs participation to the extent legally feasible. Local Business Enterprise Preference points will be given to any Firm who is certified as a City of Columbia Local Business Enterprise.

III. PURPOSE

This request for proposal is to identify and select a firm to provide third party administration and adjustment services of the City's self-funded workers compensation program. The initial term shall be for two years ending June 30, 2018 with an option to extend for one additional two -year term. The total contract shall not exceed June 30, 2020.

Administration and adjustment services must be provided on an annual or as needed basis. Administrators and adjustors must investigate accidents or requests made for payment; do a thorough analysis of the City's liability, and recommend an appropriate response, course of action or resolution. Adjustment services must also include protecting and/or pursuing the City's rights against responsible parties.

IV. BACKGROUND

The City is a governmental entity providing full municipal services. The City currently employs 2,190 permanent full-time employees, 87 temporary part-time employees, 7 elected/appointments, 12 employees on military leave of absence and 32 employees on workers' compensation leave of absence.

The City's budget for fiscal year July 1, 2015 - June 30, 2016 is \$130,727,558.00¹. The City's budgeted payroll for fiscal year July 1, 2015 - June 30, 2016 is \$81,054,921.00. The City is a self-insured under the South Carolina Workers' Compensation Act.

The following documents are exhibits:

- a. A summary of Workers Compensation incurred losses since 2011 (Exhibit A).

V. SCOPE OF SERVICES

The proposer shall have an office located within 20 miles of Columbia, South Carolina. The representatives shall be employed by the proposer on a full time basis and not as a sub-contractor.

The proposer shall ensure:

1. City's self-insured workers' compensation program is professionally administered and claims arising thereunder are professionally adjusted by qualified administrators and adjusters.
2. The City's self-insured workers' compensation program fully complies with the South Carolina Workers' Compensation Act and all rules, regulations and policies of the South Carolina Workers' Compensation Commission.

Services shall include, but not be limited to, the following:

1. Act as an advisor and representative of the City in all matters pertaining to any and all obligations required at the City by the South Carolina Workers' Compensation Act and Regulations;
2. Compile and file notices, reports and any forms required of the City by the South Carolina Workers' Compensation Act and Regulations;
3. Make investigations to determine the validity and compensability of any accidents or injuries claimed by City employees to be a workers' compensation claim and to accept or deny such claims;
4. Determine all benefits due City employees on all compensable cases and to make payment of all benefits due through use of City funds in such a manner to be directed by the City;
5. To direct choice of medical care for all City employees entitled to receive medical care under the S.C. Workers' Compensation Act and Regulations and to make payment therefor using fee schedules as established by the S.C. Workers' Compensation

¹ Does not include Richland County Operations.

Commission if possible or necessary, through use of City funds in such a manner to be directed by the City;

6. Maintain contact with City's onsite health clinic, departments and/or Divisions to periodically reevaluate work restrictions for out-of-work employees and facilitate the employee's return to work, if possible.
7. Utilize external bill review services, if deemed prudent;
8. Maintain any records necessary for the City to fulfill its obligations under the South Carolina Workers' Compensation Act and Regulations;
9. Negotiate and/or compromise workers' compensation claims submitted or filed by City employees, including informal conferences, within limits of authority set by the City or with written authority from the City if such exceeds the proposer's limits of authority set by the City;
10. Furnish and provide the City with monthly reports of all claims detailing:
 - a) Claims received;
 - b) Claims pending
 - c) All payments made on behalf of the City;
 - d) Estimates for all reserves for actual, anticipated or potential benefits or expenses; and
 - e) All other pertinent data regarding claims and claim payments
11. Compile all information necessary for the City to calculate and pay self-insurance taxes, Second Injury Fund assessment and premiums for excess insurance coverage and prepare the self-insurance tax form and Second Injury Fund assessment forms;
12. Obtain quotes for excess insurance coverage;
13. Provide toll free telephone access for City employees to report claims or otherwise contact the proposer's personnel;
14. Protect and/or pursue the City's rights to subrogation in third party and second injury fund reimbursements;
15. Promptly notify the City of changes in the proposer's personnel assigned to administer the City's workers' compensation program;
16. Coordinate with the current third party administrator to ensure an effective and timely transaction to any successor proposer. Any successor proposer will be responsible for the conclusion of any and all workers' compensation claims in progress or pending; and,
17. Obtain from the current third party administrator all records and data generated, created or received by the current third party administrator which the successor

proposer deems necessary to perform the services requested by the City.

VI. TERMS OF PAYMENT

The City shall pay proposer quarterly with the first payment being due as specified in the contract. Proposer shall supply the City with an invoice with any request for payment. Proposer shall provide the City with any documents as the City may request in order to audit the submitted invoice for any reason.

VII. RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

Written proposals shall include all of the information required in this Request for Proposal, and may include any additional information that the respondent deems pertinent to the understanding and evaluation of the proposal. Submittals print size shall be 12 pt. font minimum, on 8½ x 11 one-sided or two and shall not exceed 50 pages. Submittals shall include the following information:

- A. Signed cover sheet (page 1) of this solicitation
- B. Cover letter and Company Overview
 - Name of primary contact
 - i. Address
 - ii. Telephone number
 - iii. Email
 - iv. State or Federal Certification Participation Program (Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business)
- C. Executive Summary

Explanation as to why the firm is the best qualified to provide the services requested for the City of Columbia. This should include any highlights, benefits, conclusion, assumptions, or general recommendations of the proposal.
- D. Proposed Scope of Work and Project Understanding and Approach

Provide a detailed description of the proposed approach and methodology needed to accomplish the project. Include, at a minimum, those responsibilities listed in the Section V above. The proposed approach shall include the following:

 - Plan to address how the project will be staffed, anticipated level of effort and completion time.
 - Availability of resources to properly to conduct the work in an expeditious manner.
 - Management of the services, including coordination of activities and communication with City staff.

- State any assumptions made in preparing the scope of work.

E. Qualifications and Experience

Firm must have at least ten (10) years in third party administration and adjustment of a Workers Compensation Program in the state of South Carolina on behalf of a SC municipality, county or other local governmental entity which employs fire and law enforcement personnel in addition to other personnel. Provide a summary of the firm's qualifications referencing relevant experience and capabilities. Higher preference will be given to firms with government experience.

Firm must have all necessary licenses or permits required by federal, state or local laws or regulation to perform the requested services.

References shall be provided for the proposed engagement team.

The primary adjuster must have a minimum of ten years workers' compensation adjusting experience. This person shall oversee the City's claims and will be the direct contact for the City's Management and Legal Department.

F. Cost Proposal

(This shall be submitted separately in a sealed envelope labeled COST)

Submit the cost necessary to accomplish the scope of services. The Firm shall submit estimated costs and/ or a proposed fee statement. Proposed fees will be used as an indication of the level of services to be provided.

On a separate line state the cost/fees for the optional extension for one two (2) year term (this cost will not be evaluated).

The City will not select this service on a low bid basis although the cost will be one of the factors considered in selecting a firm. The City reserves the right to negotiate final fees and scope of services with the highest ranked offeror. The firm shall indicate any additional work that it believes is needed and the cost of such work separately.

G. References

Provide a list of at least 3 similar, including government client experience, services completed in the past 5 years. Include a description of the services provided for each reference project.

Each reference is required to complete the Reference Questionnaire (Appendix III) and the questionnaire shall be submitted with your response. Failure to return the Reference Questionnaire shall result in a lower evaluation. The list of references must include complete contact information (company name, contact person's name and signature, address, direct phone number and e-mail address) for individuals with knowledge of the Firm's completed work on projects that are substantially similar to the services as outlined in this RFP.

H. Appendices

Appendix I- Local Business Enterprises shall be submitted ONLY if the entity meets the qualifications.

Appendix II- Non-Collusion Affidavit shall be submitted with the response.

Appendix III- Reference Questionnaire

All responses should be submitted to Bid Online at <https://bidonline.columbiasc.gov/ifa7/bidonline/> no later than May 25, 2016 at 3:30 PM. Firms shall deliver one (1) original **UNBOUND** copy, five (5) hard copies and one (1) digital copy of the information requested above. Proposals should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: **"RFP014-15-16 Workers Compensation Program Third Party Administration and Adjustment Services."** All late proposals will be rejected. The City is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

VIII. EVALUATION CRITERIA

The committee comprised of City employees will review each submittal based upon the criteria listed below.

The evaluation criteria are as follows:

RFP Evaluation Criteria	Rating Percentage
<p>1. Past Performance/ References</p> <ul style="list-style-type: none"> a. Three past client references with similar services provided to the clients within the last 5 years. The client references submitted by each Respondent must be directly related to the services as outlined in the Scope of Services b. The experience with municipal, county or local government with fire and law enforcement employees. c. Experience of the primary adjuster d. Clients’ level of satisfaction with the performance of the Respondent’s past performance and deliverables. e. Clarity and completeness of information provided by Respondent in the written proposal to validate client references to the extent possible. f. Completeness of information for this section 	Max. 35%
<p>2. Qualifications and Experience of Firm</p> <ul style="list-style-type: none"> a. Qualifications, capability and experience of firm with third party administration and adjustments of Workers Compensation Program b. Qualifications and relevant experience of the personnel proposed for the team 	Max. 25%
<p>3. Project Understanding and Approach</p> <ul style="list-style-type: none"> a. Approach, methodology and understanding to the proposed scope of work b. Automation system(s) addressed c. Recommendations of anything the City may be leaving out this contract that may help the City’s needs 	Max. 20%
<p>4. Cost</p> <ul style="list-style-type: none"> a. This will be calculated separately after the panel evaluation. b. LBE Certification (5 additional points will be given to certified LBE approved prior to the submission deadline) 	Max. 20%

The RFP does not commit the City of Columbia to pay for direct or indirect costs. Any costs associated with RFP preparation, pre-bid conferences, selection interviews, and any other firm activity prior to award of a contract shall be at the Firm’s expense. Rooms, meals, travel, telephone, data processing (including programming), and secretarial costs associated with the project shall be at the Firm’s expense.

IX. TENTATIVE SCHEDULE OF EVENTS

Proposal Issue Date	May 4, 2016
Last Day for Questions	May 11, 2016 at 12:00PM
Proposal Due Date	May 25, 2016 at 3:30PM
Intent to Award (tentatively)	June 10, 2016
Council Approval	June 21, 2016
Contract Start Date	July 1, 2016

X. GENERAL INFORMATION AND INSTRUCTIONS

A. Request for Proposal Process

The RFP is not a bid. In the event that the City elects to negotiate a contract with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The City reserves the right, in its sole discretion to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the firm and/or consulting firm from further consideration.

B. Questions

Requests for additional information and questions must be submitted to:

<https://bidonline.columbiasc.gov/ifas7/bidonline/>

Using Bid Online, the user must be logged in, and under the Bid tab, click "Bid Questions and Answers." The deadline for additional information and questions is May 16, 2016 by 12:00 P.M. (EST). The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Columbia.

C. Confidentiality

Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except City representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the City by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "Confidential."

D. Respondent's Duty to Inspect, Advise and Declare All Costs

Each respondent shall become fully acquainted with the City's requirements and the scope of the services to be provided. Respondents have a duty to request any information from the City as it deems necessary to prepare the RFP. Such requests shall be made in compliance with Paragraph B of this section. No change order will be granted or additional compensation permitted if it is based upon information that the respondent knew, or should have known, as part of the respondent's duty to become acquainted with the City's circumstances and requirements.

E. Time for Receiving Proposals

Proposals submitted online prior to the time of opening will be encrypted and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered.

F. Submittal of Proposals

All responses to this RFP must be clearly marked **RFP014-15-16 Workers Compensation Program Third Party Administration and Adjustment Services**. A minimum of one (1) original **UNBOUND** copy, five (5) hard copies and one (1) digital copy containing the proposal shall be submitted. All RFP's shall be submitted using Bid Online no later than May 25, 2016 at 3:30 P.M. and the CDs and hard copies shall be submitted to City of Columbia Purchasing Division, 1136 Washington Street, 4th Floor Columbia, SC 29201. All late proposals will be rejected. The City is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

G. Acceptance and Rejection

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing respondents. The City is not obligated to enter into any contract on the basis of any submittal in response to this RFP. The City reserves the right to request additional information from any firm submitting under this RFP if the City

deems such information necessary to further evaluate the firm's qualifications.

H. Acceptance Period

Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the RFP is not withdrawn at that time, the proposal in its entirety, including the price structure, shall remain in effect.

I. Cancellation of Proposals

Proposals may be cancelled prior to the time fixed for opening. Negligence on the part of the bidder in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

J. Bidders Present

At the time fixed for the opening of proposals, their contents will be made public for the information of bidders and the general public. Offerors will not be permitted to examine the proposals until award is made.

K. Alternate Proposals

Any proposal which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Proposal and the equipment or supplies offered as alternates meet the requirements specified in the invitation.

L. Ambiguous Proposals

Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

M. Conflict of Interest

Respondents shall promptly notify the Contracts Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of the City as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest. The City will respond to such notification by certified mail within thirty (30) days. By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict as may be set forth herein.

No direct or indirect contact with the mayor of the City of Columbia or City of Columbia Council

members will be allowed. If such contact is made, the city reserves the right to reject the proposal.

N. Collusion

More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the City believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

O. Force Majeure

Neither the City nor the firm shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the firm, and without the fault or negligence of either of them.

P. Sales Tax and/or Use Tax

Do not include any taxes that the City may be required to pay in the quote price. All prices and notations should be printed in ink or typewritten. Upon submission of a quote, the Purchasing Division will compute 8% sales and use tax when applicable (service and labor excluded), in determining the low bidder. This procedure conforms to the SC Tax Commission Sales and Use Tax Regulation 117-174-95.

Q. Assignments

No contract may be assigned, sublet, or transferred without a written consent of the purchaser.

R. Manufacturers Brochures and Specifications Data

Bidders shall submit manufacturer's brochures and specifications data as part of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

S. Default

In case of default, the Purchaser reserves the right to purchase any or all items and/or services on the open market, charging firm with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting firm shall be considered until the assessed charges have been satisfied.

T. Non-Appropriations

Any contract entered into by the purchaser resulting from this request for proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

U. Bid Opening Delay

If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day.

V. Exceptions

Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the City of Columbia.

XI. TERMS AND CONDITIONS

A. Commencement of Services

The successful respondent shall commence the project and prepare the recommendations as soon as practical after the award of the contract.

The RFP is not a bid. In the event the City elects to negotiate a contract with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The release of this solicitation is no guarantee of an award of a contract.

B. Non-Discrimination in Contracting Policy

In carrying out the program, the Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Firm shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with

regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Firm will incorporate these nondiscrimination requirements in all subcontracts for program work.

C. Indemnification

The Firm shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Firm, its subcontractors, officers, agents and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Firm will also agree to promptly notify the City of any civil or criminal actions filed against the Firm or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

D. Bonding, Licenses, Permits and Taxes

It shall be the responsibility of the firm to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work. All costs for required bonding, permits, licenses and taxes shall be borne by respondent prior to executing a contract with the City.

Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

E. Ownership of Data

All data and other information generated by or used by the respondent, in any form whatsoever, is the property of the City and shall not be used by the respondent for any purpose whatsoever except to perform the requested service.

F. Termination

The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Firm shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Firm prior to the date of termination of the agreement. The firm shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

G. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

H. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by nor will be paid to the respondent.

I. Breach/Waiver

The failure of either the respondent or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

J. Severability

In the event that any provision of the contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

K. Successorship

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

L. Protest Procedures

1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
6. Request for review. The request for a review shall not stay the contract unless fraudulent.

M. Insurance

The firm shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Liability: The successful applicant shall provide to the City evidence of General Liability insurance in an amount not less than one million and no/100 (\$1,000,000) per occurrence and two million and no/100 (\$2,000,000) dollars aggregate.

N. Subcontractors

The use of subcontractors will not relieve prime firm of any obligations and the awarding firm remains liable for full and satisfactory performance per the contract term and conditions.

O. Term of Agreement

Term: The materials, goods, and services to be provided under this contract shall be for a period of two (2) years unless earlier terminated by either party as provided herein. The contract shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

P. Ethics

The Firm is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

- (1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- (3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

XII. APPENDICES

Appendix I- Qualification Statement (LBE)

Appendix II- Non-collusion Affidavit

Appendix III- Reference Questionnaire

Appendix IV- City of Columbia Holiday Schedule



APPENDIX I- QUALIFICATION STATEMENT (LBE)
City of Columbia
Qualification Statement
Local Business Enterprise (LBE)
(DEPARTMENT OF UTILITIES & ENGINEERING)

REVISED 10.15.14

By checking all boxes below, I certify that **My Company** meets all of the following qualifications below to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications to be eligible for the local vendor preference as the City deems necessary in the best interests of the City and at least once every four years. A company must be certified PRIOR to bid openings. Yes, my company:

- Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Newberry CSA. Company may be asked to provide additional documented verification including most current individual or corporate state and/or federal tax return, etc.).
- Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses).
- Has a business license in one of the 7 counties making up the CSA jurisdiction.
- Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 7 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
- 7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda.**

Has at least 50% of employees residing within any of the 7 CSA jurisdictions. Applicant must attach a list of all owner/employee addresses and submit with this Qualification Statement - - *Names are optional, give street address, city, state & zip. (This rule applies to full-time, part-time and contract employees.)*

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration LBE may submit documentation to re-qualify. The City reserves the right to audit and recertify once every four years.

Company Name: _____

Address: _____

Type of Products or Services: _____

Current Business License Number: _____ **County?** _____

Phone Number: _____ **Email:** _____ **COC Vendor#** _____

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions by any of the 7 CSA jurisdictions.

Owner's Name: _____ (Print) _____ (Signature)

NOTARY - Sworn to before me this _____ **day of** _____ **20** _____

Notary Public for the State of _____ **My Commission Expires:** _____

Notary Name: _____ (Print) _____ (Signature)



Please submit this document to:
Department of Utilities and Engineering
Attn: LBE Administrator / Team
1136 Washington Street, 5th Floor
Columbia, SC 29201

Tel: (803) 545 3369
Fax: (803) 545-4130
Email: agdriggers@columbiasc.net

Qualified / Not Qualified: _____ Date: _____

(Compliance Authorized Signature)

APPENDIX II- NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Columbia, S.C.** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)_____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

APPENDIX III- REFERENCE QUESTIONNAIRE

RFP#014-15-16: Workers Compensation Third Party Administration and Adjustment Services

Firm Name: _____

Please answer the questions below in reference to the contractor listed above. You are receiving this reference because the firm has performed third party administration and adjustment services for you within the past five (5) years. Your response to the questions below will be most helpful in the selection process. **(Please print legibly)**

1. Did the firm perform workers compensation administration and adjustment for your entity?

2. Did the firm provide these services for you in the past 5 years?

3. Who was the point of contact for these services?

4. Please provide a general over of the services the firm performed.

5. Did the firm provide you with any type of reporting? If so, please list.

6. Did you experience any performance-related issues during the contract? If so, please explain in detail.

7. Now, after working the firm, are there any things that you wish you had known in advance, before contracting with them?

8. Did the firm ensure that you were compliance with the South Carolina Workers Compensation Act?

9. On a scale of 1 to 5, with 5 being the highest, how satisfied were you with the services provided by the firm? If rated less than 5, please state the reason.

1 2 3 4 5

To be completed by the person completing this Reference Questionnaire

Reference Entity Name: _____

Contact Name: _____

Contact Signature: _____

Address: _____

Email: _____

Phone Number: _____

APPENDIX IV- CITY OF COLUMBIA HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2016

Holiday- 2016	*Official & Designed Day-Date- 2016
New Year's Day	Friday—January 1, 2016
Martin Luther King, Jr. Day	Monday—January 18, 2016
Friday before Easter	Friday—March 25, 2016
Memorial Day	Monday—May 30, 2016
Independence Day	Monday—July 4, 2016
Labor Day	Monday—September 5, 2016
Thanksgiving Day	Thursday—November 24, 2016
Day after Thanksgiving Day	Friday—November 25, 2016
Day in conjunction with Christmas	Friday—December 23, 2016
Christmas Day	Monday—December 26, 2016