

	Richland County School District One REQUEST FOR PROPOSAL	Solicitation Number 88-10-1009 Date Issued December 14, 2009 Procurement Officer LaShonda Outing, CPPB Phone 803-231-7037 E-mail Address louting@richlandone.org

DESCRIPTION: **“Provide Benefits Enrollment and Management Services”**

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

SUBMIT OFFER BY (Opening Date/Time): **February 3, 2010 by 2:00 PM Eastern**
NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and six (6) copies**
QUESTIONS MUST BE RECEIVED BY: **January 13, 2010 by 4:00 PM Eastern**

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

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

**Procurement Services
201 Park Street
Room 209
Columbia, S. C. 29201**

CONFERENCE TYPE: Non-Mandatory Pre-Proposal Conference DATE / TIME: Tuesday, January 12, 2010 at 10:30 AM Eastern	LOCATION: Central Services Facility 201 Park Street Conference Room 209 Columbia, SC 29201
As appropriate, see “Conference – Pre-Bid/Proposal” & “Site Visit” provisions	

AWARD & AMENDMENTS	This solicitation, any amendments and award, will be posted at the following web address: www.richlandone.org/procurement
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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 (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Small <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____ (See provision entitled “Signing Your Offer”)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of offeror named above)	
TITLE (Business Title of person signing above)	
PRINTED NAME (Printed name of person signing above)	

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 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)

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PAGE TWO
 (Return Page Two with your Offer)

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

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

ACKNOWLEDGEMENT OF AMENDMENTS								
ACKNOWLEDGMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offeror acknowledges receipt of amendment(s) by number and its date of issue.								
See "Amendments to Solicitation" Provision								

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
See "Discount for Prompt Payment" clause				

SOLICITATION OUTLINE

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services for the Human Resource Services of Richland County School District One. Richland County School District One (RCSD1) is seeking to enter a contract with a provider to provide employee benefits enrollment and management services for Richland County School District One.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006): [October 1, 2010 to September 30, 2011]. 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".

About Richland County School District One

Richland County School District One. Ideally located in the center of the Palmetto State and just a short drive from the mountains and the beaches, Richland One is great place to learn, live, work and play.

Our District covers 482 square miles and encompasses urban, suburban and rural neighborhoods in Columbia, South Carolina's capital city. With more than 23,000 students enrolled in our 50 schools, Richland One is the state's sixth-largest school district.

Recognizing that our students learn in different ways and have different interests, we offer an exciting and challenging array of educational opportunities that include Montessori programs, International Baccalaureate programs, visual and performing arts, foreign language, advanced academic programs, robotics and aerospace education. Many of our programs serve as models for others across the state and nation.

Richland One's long-standing tradition of excellence dates to the District's earliest beginnings in the late-1800s. Year after year, our graduates leave our schools and go on to attend some of the nation's most prestigious colleges and universities. The Richland One Class of 2009 broke district records by earning more than \$50.5 million in scholarships.

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Our community consistently shows its commitment to nurturing educational excellence. Just walk into any of our schools and you'll see evidence of the vigorous community support that our district enjoys. Thanks to Richland One voters, our students go to school in state-of-the-art facilities built new or renovated through our Schools for the 21st Century bond construction program. Community members from all walks of life - parents, retirees, elected officials, college students, business people, military, faith-based organizations - also share their time and talents every day by serving as volunteers in our schools.

Richland One is more than just a school district. We are a community of learners with one vision, one mission and one common purpose - providing all of our students with a high-quality education.

District Small, Women, Minority Business Enterprise (SWMBE) Philosophy

It is the policy and believed to be in the best interest of the District to provide Small/Woman- Owned/Minority Business (SWMBE) businesses equal opportunities to participate in all aspects of contracting and purchasing programs, including, but not limited to, participation in purchasing programs, including, but not limited to, participation in procurement contracts for materials, services, construction and repair work activities, and lease agreements. It is the District's goal to utilize minority firms to the maximum extent possible. The District goal is that not less than 15 percent of the total controllable dollars expended for the procurement of supplies, services and construction directed towards Small/Women-Owned/Minority Business and that the goal expressed in dollars not be less than the total dollars expended toward achievement of the goal in the previous year.

Richland County School District One has established affirmative procedures designed to increase contract opportunities for such business enterprises. It is anticipated that the increase of opportunity is expected to affect the awarding of contracts and subcontracts to SWMBE businesses which will, in turn, provide an equal business opportunity and then foster overall economic development within the District, county and state. The established procedures shall include specific annual goals to measure performance and the systematic reporting of progress toward these goals. A more detailed copy of the District's SWMBE Business Enterprise Policy is available upon request.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BUYER – means the Procurement Officer.

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.

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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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."

ORDERING ENTITY – Is Richland County School District One or "District".

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

PROCUREMENT OFFICER – means the person, or designee identified as such on the Cover Page.

YOU and YOUR – means Offeror.

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

DISTRICT – means Richland County School District One.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION (JAN 2004) (a) This solicitation may be amended at any time prior to opening. All actual and prospective bidder's should monitor the following web site for the issuance of Amendments: www.richlandone.org (Procurement Information) (b) Bidders 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.

AWARD NOTIFICATION (JUN 2004) Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this solicitation has a total or potential value in excess of fifty thousand dollars (\$50,000), such notice will be sent to all offerors responding to the solicitation and any award will not be effective until the sixteenth day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004) By submitting Your Bid or Proposal, You are offering to enter into a contract with Richland County School District One. 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 (JAN 2004) 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 AND DOLLARS (JAN 2004) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

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

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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.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(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 the District or any local, 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 the District or any federal, state, or local entity.

(2) "Principals," for the purpose 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), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

DISTRICT PROCUREMENT CODE (FEB 2007): The District's Procurement Code, is available at: www.richlandone.org

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 (JAN 2004): Any offer received after the Procurement Officer or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the purchasing office prior to the bid opening.

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): 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.

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DUTY TO INQUIRE (JAN 2004): Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS CERTIFICATE (JAN 2004): By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the District may be required to pay.

PROTESTS (JAN 2004): Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with this Code. A protest shall be in writing and submitted to the Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PUBLIC OPENING (JAN 2004): 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 (JAN 2004): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise 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. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement 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.

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

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004):

(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 non-responsive. 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 District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [Procurement Code, Section III.B.2.]

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

(e) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost

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for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the District Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with District 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 District employee, agent or official prior to award.***

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations.

If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISTRICT OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to re-schedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to re-schedule the conference. Useful information may be available at: <http://www.richlandone.org>

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at 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 District may, in its sole discretion, determine it non-responsive.** If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees,

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arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references are to the SC Code of Laws)

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004): (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.

TAXPAYER IDENTIFICATION NUMBER (JAN 2004): (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 Districts and does not have an office or place of business or a fiscal paying agent in the United Districts; (ii) Offeror is an agency or instrumentality of a District 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.

VENDOR APPLICATION MANDATORY (JAN 2006): You must complete a District vendor application to be eligible to submit an offer. The application will be provided as an attachment to the solicitation or it is available on our District website.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): 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. (Procurement Code III.B.2.g)

II. INSTRUCTIONS TO OFFERORS - B. SPECIAL INSTRUCTIONS

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006): Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the Cover Page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

CONTENTS OF OFFER (RFP) (JAN 2006): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

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DISCUSSION WITH OFFERORS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your Offer. [Procurement Code, Section III.B.6.f]

MAGNETIC MEDIA – REQUIRED FORMAT (JAN 2006): As noted on the Cover Page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R**. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX **are not acceptable** and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

OFFERING BY ITEM (JAN 2006): Offers may be submitted for one or more items.

OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006): In competitive sealed proposals (RFP), prices will not be divulged at opening. (Procurement Code, Section III.B.6)

PROTESTS (JUN 2006): Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with this Code. A protest shall be in writing and submitted to the Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. Protests shall be addressed to the Chief Procurement Officer, Richland County School District One, 201 Park Street, Room 209, Columbia, SC 29201.

1. Schedule of Activities

Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

Activity	by Date
Issue RFP	12-14-09
Non Mandatory Pre-proposal conference	01-12-10
Deadline for receiving Offeror's questions	01-13-10
Issue responses to Offeror's questions	01-18-10
Proposal Submission Deadline	02-03-10
Evaluations Commence	02-05-10
Oral Presentations (Estimated)	02-17-10
Selection complete (Estimate)	04-10-10
Board of School Commissioners' Approval	04-27-10
Contract Award (Estimate)	05-13-10

2. Pre-Proposal Conference

There will be a **non-mandatory** Pre-Proposal Conference:

Tuesday, January 12, 2010 at 10:30 a.m.

Richland County School District One
Central Services Facility
Conference Room (second floor)
201 Park Street
Columbia, S. C. 29201

Questions concerning the contents of the project and procedural aspects of the RFP will be answered at this time.

3. Term Contract

The term of the contract is one (1) initial year with four (4) optional one-year periods to extend services.

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4. Questions Relating to This RFP

Questions for the purpose of clarifying any part of this RFP must be delivered, faxed, or e-mailed to: Richland County School District One, Purchasing Services, Attn: LaShonda Outing, CPPB, Procurement Officer, 201 Park Street, Columbia, SC 29201. Fax number (803) 231-7042. E-mail: louting@richlandone.org

Offerors shall not contact any employee of the District for additional information relating to this RFP.

The deadline date for receiving Offeror's inquiries shall be as listed in Section B.1, Schedule of Activities.

Questions will be responded to in the form of an Amendment to the RFP and posted to the District website (Procurement) at www.richlandone.org

5. Proposal Submittal

The District shall receive all proposals by **no later than 2:00 P.M. on the date shown on the RFP Cover Page.**

Important: Clearly mark the outside of the envelope, box, or package with the following information.

Request for Proposal No. 88-10-1009/LLO
"Provide Benefits Enrollment and Management Services
ATTN: LaShonda Outing, CPPB
Procurement Manager
Procurement Services
201 Park Street Room 209
Columbia, SC 29201

Offeror is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Offeror's chosen means of proposal delivery.

Offeror failure to meet the proposal due date and time shall result in rejection of the proposal

6. Oral Presentations

Offerors may be requested to make oral presentations of their proposals to the District. Such presentations provide an opportunity for the Offerors to clarify their proposals and to ensure a thorough understanding of the requested scope of services.

7. Unsuccessful Offerors

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials will be destroyed.

8. Discussion with Responsive Offerors

Discussions may be conducted with responsive Offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All Offerors, whose proposals, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

III. SCOPE OF WORK / SPECIFICATIONS

A. CONTRACT REQUIREMENTS

1. Assist the District with designing a web page for employees, and future employees, knowledge of benefits offered including but not limited to state benefits and supplemental plans. Additionally, offeror shall assist directly with designing a web-based benefit system that will allow inquiry and calculation of benefits for all District employees, approximately 4,000 to access on an as needed basis.
2. Develop a system compatible with the State of South Carolina's Employees Insurance Program (EIP), including but not limited to the capability to transmit information and/or upload/download information from and to the EIP system state offered benefits.
3. Provide a system that shall be restricted from negatively impacting the payroll and personnel functions of the District system or future systems. The system must be able to integrate with RCSD1 payroll software/solution, currently MUNIS or a system that may exist in the future. The system would include, but not be limited to, downloading of information into the system during open, annual enrollment, orientation, and any one-on-one sessions to include health, dental, life, disability, and money plus.

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4. Provide on-site, one-on-one meetings with employees educating District employees on the District benefits including but not limited to FMLA, sick leave bank, savings bonds, wellness, tuition reimbursement. Meetings shall include personnel to assist with and/or conduct open enrollment, annual enrollment, orientation, and one-on-one meetings. Offerors shall follow up, if necessary, with employees who may have missed orientation, obtain corrected information and assist with other insurance related issues as needed. Offeror will be required to provide services as described on-site at least two times per month.
5. Develop customer service surveys with a return rate of at least 30%, to include but not be limited to, employees, and principals/supervisors to evaluate representatives, along with combining those surveys to get feedback and analysis. Employee and principals/supervisors must have a different survey.
6. Provide each employee with a benefits statement annually to include but not be limited to annual/sick leave, and the employer cost to the District for that employee's benefits.
7. Develop and assist the District with the implementation of programs that raise the employees' awareness of health, investments, and benefits. This is to include but not be limited to, the development of brochures and other communication as needed by the District and to deliver these materials, other brochures, and state materials on an as needed basis throughout the year to schools and other District offices. Assist District with facilitating an on-site, Benefits Fair for employees at the mutually agreed upon time throughout the year.
8. Provide an annual report detailing the monthly a report on all District supplemental insurance companies, to include ratings with Department of Insurance and contact information to protect the District from any fiduciary liabilities and to protect employees from potential problems with supplemental plans.
9. Offeror shall act as a representative of Richland One as opposed to sole agents of a particular company. No undue pressure sales or over representations will be allowed; includes but not be limited to private supplemental plans.
10. Provider shall offer any incentives that could be used to help better serve our employees to include but not be limited to scholarship programs, event sponsorships etc.
11. Provide references, past and relevant experience to include but not be limited to private sector, school districts, and governmental agencies.
12. Assist in the development and implementation of an employee exit interview to include but not be limited to, retirees, resigns, and transfers to ensure the process of COBRA and other termination forms.
13. Provide a list of products that shall be offered to the employees along with company and/or product ratings.
14. Provide proof of licenses of the representatives that will be conducting meetings to include but not be limited to one-on-one, open, and annual enrollment meetings.
15. Provide a partnership offering all of the proposed services at no cost to the District and to serve in an advisory capacity to the District to include but not be limited to industry trends and forecasts etc.

B. Contractor Responsibilities

1. Offeror shall be responsible for the supervision and direction of the work performed by the offeror's employees.
2. Offeror shall be responsible for obtaining a full criminal background check for offeror's employee or representative who will be assigned to the District to perform services. The offeror shall not permit employment of any person with a criminal record. At the request of the District, the contractor shall furnish proof that such background checks were executed and the restrictions on employment mandated by the District were followed. Offeror shall be responsible for any cost associated with background checks.
3. The successful offeror and all employers shall possess and display proper identification while on District property.
4. All forms of tobacco products, alcohol and drugs shall not be allowed on District premises.

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C. Richland County School District One Technical Environment

1. Workstation

Computer	Pentium or Pentium Pro, Dell GX 620, GX 740, GX 755, GX 760
Operating System	MS Windows XP Professional sp3, MS Windows 7
Personal Productivity Software	MS Office 2007
Electronic Mail	Novell GroupWise 7.0
Web Browser	Internet Explorer 6.0 or later
Additional Information	Workstations are connected through Wide-Area-Network using Novell networking software.

2. Network

Networking Software	Novell 6.5
Electronic Email Software	GroupWise 7.0
Active Directory	Used for server management and some program access. Not our primary directory structure. Primary structure is E-Directory.
Perimeter Security Firewall	Cisco ASA
URL filtering	Fortinet
Anti-virus / Anti-spyware	Trend Micro
Bandwidth throttling on WAN	Fortinet

IV. INFORMATION FOR OFFERORS TO SUBMIT

A. PROPOSAL INSTRUCTIONS

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.

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

To ensure that proposals are evaluated fairly and that comparisons between proposals are accurate, offerors shall submit proposals in the specific format outlined below. **Failure to comply with this specific format may cause a proposal to be rejected as non-responsive and eliminated from further consideration.**

1. Proposal Requirements

Offerors are advised to carefully read this RFP in its entirety before preparing and submitting a proposal. Proposals that do not follow the requested format; do not include all the minimum requirements specified including the required documentation and certifications, are not submitted by the due date and time shall not be considered.

Offerors shall propose all of the services described herein. This section describes the information that must be furnished by the Offeror and prescribes the format in which it must be presented.

In order to be evaluated as responsive, the Offeror must design their proposal around the Award Criteria set forth in Section VI and the format set forth in this Section.

2. Proposal Format

The District requests that one **(1) original hard copy, one (1) CD-R; DVD ROM; DVD-R; OR DVD+R** and **six (6) printed bounded copies** of the proposal be submitted to the designated Procurement Officer as listed on the RFP Cover Page.

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To the extent possible, proposals should be prepared on 8-1/2" x 11" paper, maximum of **forty (40) pages**. At least one (1) copy of the proposal should contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal by a notation in the lower left corner of the cover of each volume with the words "**SIGNED ORIGINAL**". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation. Only the **one (1) labeled original copy** should **not** be bound or stapled, but rather, be easily accessible. Proposals shall be signed by only those Company officials or agents duly authorized to sign proposals or contracts on behalf of their respective organizations. Each additional copy must be bound separately. Proposals may be bound by three-ring binders or other forms of binding.

Offerors are encouraged to keep proposals concise and to the point. Elaborate brochures are not needed and are discouraged. The District shall not furnish payment of materials, labor or facilities for either the development of a proposal. Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right hand corner and each page shall have a footer indicating the name of the Offeror.

In addition, Offeror 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 every 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.

3. Two Volume Proposal Submittal – (Provide only 1 copy of cost proposal document)

Offerors **shall** submit proposals to the District in **two (2) separate sealed packages, labeled as follows:**

"Volume I – Technical Proposal" and,

"Volume II – Cost Proposal"

B. INFORMATION FOR OFFERORS TO SUBMIT - VOLUME I - TECHNICAL PROPOSAL

The Technical Proposal shall address and incorporate the below listed elements.

1. Cover Letter

A maximum one (1) page, dated Cover Letter, including the legal name of the Offeror, address, telephone and facsimile numbers, shall be provided that contains a summary of the Offeror's ability to perform the services requested in this proposal and confirm that the Offeror is willing to perform those services and enter into a contract with the District. The letter shall be signed by a person having the authority to commit the Offeror to a contract.

RFP documents (pages 1 and 2) with appropriate signatures shall follow the Cover Letter followed by any amendments if applicable.

2. Table of Contents

Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right hand corner and each page shall have a footer indicating the name of the Offeror. A Table of Contents of the material contained in the proposal must follow the Cover Letter.

3. Company Profile

- a. State whether your firm is local, regional or national.
- b. Provide the location of the office from which the work is to be performed and the number of partners, managers, supervisors, senior and other professional staff employed at that office. If other auditors are to participate in the audit, information on those auditors must be provided.

4. Financials

Offeror shall provide the most current financial statement for the last two (2) fiscal years, and information reflecting current financial position. Financials shall include the Offeror's most recent certified annual report, financial statement, or other evidence of the company's financial status.

5. References

Provide information supporting the Offeror's experience and capabilities, including at least five (5) applicable references, three (3) of which as K-12 school clients or entities whom the offeror has acceptably contracted for work within the past three (3) years. The offeror shall include the Client's name and title, address, telephone number, number of students/clients served and an e-mail address of a contact person who is in a position to evaluate the

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general quality of your organization's performance. With each reference, briefly summarize the type of services provided and the term of service. Identify new clients in which offeror has provided service for in the past twenty-four (24) months.

Offeror shall also provide the name of one (1) former or existing client, preferably K-12 client, where services were not fulfilled according to the requirements of the contract. Provide a point of contact, addresses, phone number and e-mail address of client. Offeror shall explain the depth of the services rendered and the steps that were developed to remedy the matter in an effort to satisfy the contractual obligations.

6. SWMBE Participation

The District values, nurtures and supports SWMBE participation and encourages any firm contracting with the District to do the same. As such, the District has an established participation goal of 15% in awarding contracts to SWMBE. Therefore, the Offeror is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to local SWMBE firm(s). For this solicitation, the evaluation factor for "Participation and/or opportunities for Small, Women, and Minority Business Enterprise" will be weighted at 15% of the total. The District Evaluation Committee will give greater consideration to those proposals that maximize the use of local SWMBE.

At the time of submittal, proposals must clearly indicate the name of any proposed SWMBE and the exact nature of the work to be performed under the proposed agreement. The percent involvement, the meaningfulness of the involvement and the capability of the SWMBE partner to perform the work will be evaluated under the evaluation criterion. The Offeror must include a letter signed by a person authorized indicating the following:

1. Proposed percentage and experience in the type of work for each SWMBE partner/subcontractor.
2. Proposed SWMBE legal status, federal tax ID number, and principle business address;
3. Name, phone number, and fax number of a person who is authorized to legally bind the SWMBE firm to contractual obligations;
4. Complete description of the work the SWMBE firm will perform;
5. A statement that the SWMBE firm understands the scope of the RFP, the nature of the work. The Offeror shall maintain adequate records of all relevant data with respect to the utilization and attempted utilization of SWMBE firms and shall provide the District with full access to examine these records upon request. Such information may include, but is not limited to the following: (1) Copies of all executed agreements for each SWMBE engaged to satisfy the participation goal, (2) the name and address of the SWMBE, (3) the scope of work to be performed, (4) the dollar value of work to be performed or furnished by each proposed SWMBE subcontractor or SWMBE joint venture partner, (5) acknowledgement and acceptance of the agreement by the SWMBE, and (6) monthly utilization payment reports with each monthly application for payment requirements of the RFP.

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 every 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.

B. INFORMATION FOR OFFERORS TO SUBMIT - VOLUME II - COST PROPOSAL

The Cost Proposal shall be provided under separate cover in a sealed envelope.

Do not provide cost information in the Technical Proposal.

Provide cost as requested (Cost Proposal, Section VIII)

The District desires an offeror who shall provide a partnership offering all of the proposed services at no cost to the District and serve in an advisory capacity to the District to include but not be limited to industry trends and forecasts etc.

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INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

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.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District standards of responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. (Procurement Code III. D)

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work 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 District may evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA – PROPOSALS (JAN 2006): Multiple awards will be made to the highest ranked, responsive and responsible offerors whose offer is determined to be the most advantageous to the District.

EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

The qualitative evaluation will be based upon the Offeror's proposal with respect to the following factors in descending order of relative importance:

1. The quality of the offeror's proposal and overall responsiveness - **40%**
2. The qualifications of the offeror to administer a voluntary program - **15%**
3. Participation and/or opportunities for Small, Women, Minority Business Enterprise (SWMBE firms) - **15%**
Reference Section IV.B.6 – SWMBE Participation.
4. The offeror's experience in administering voluntary plans for other School systems - **15%**
5. The financial conditions of the offeror, based upon auditing information and financial ratings - **15%**

NEGOTIATIONS (JAN 2006): The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

VII. TERMS AND CONDITIONS - A. GENERAL

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JAN 2006): (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 District. This notification shall be furnished within five (5) 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

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bankruptcy petition was filed, and a listing of all District 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 District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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 AND ORDER OF PRECEDENCE (JAN 2006): (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) documentation regarding the clarification of an offer [e.g. III.B.2.h, Discussions with Bidders or III.B.6.f, Discussions with Offerors, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document contract, license, or other agreement containing contractual terms and conditions signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (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.

NON-INDEMNIFICATION (JAN 2006): Any term or condition is void to the extent it requires the District to indemnify anyone.

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 District 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.

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PAYMENT (JAN 2006): (a) The District shall pay the Contractor, after the submission of proper invoice(s) or voucher(s), 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with Section XII. Payment. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by District employees, or include the District 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 Richland County School District One. The District 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 District shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District'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 District with regard to this contract, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District 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 District, 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 District. It shall be solely the District'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 District to contractor, contractor shall be liable to the District 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 therefore. 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 District 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 District's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS - B. SPECIAL

1. Payment

Any payment for services will be made on a schedule mutually agreed upon by the Contractor and the District. All payments shall be net thirty (30) from the date of acceptance by the District.

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RCSD1 requires invoicing at the successful completion of each task. All invoices must be submitted in itemized detail as described in the RFP. RCSD1 reserves the right to return all invoices if not properly itemized.

2. Contract Modifications

The terms of any contract awarded as a result of this RFP may only be modified in writing; such modification document shall be signed by a duly authorized representative of the District and the Contractor. Rate changes, if requested by the Contractor, shall be negotiated with the District of Information Technology Services and a representative from the Procurement Services department, pursuant to the terms of Section 7 below, entitled Negotiations for Rate Changes.

3. Contract Administrator

The Contract Administrator for any contract awarded as a result of this solicitation will be Procurement Officer named on the Cover Page of this solicitation.

4. District Technical Representative

The District Technical Representative for any contract awarded as a result of this solicitation will be:

Mr. Duane Brennen
Benefits Counselor
1616 Richland Street
Columbia, SC 29201
Phone 803-231-7448
E-mail- dbrennen@richlandone.org

CHANGES (JAN 2006):

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Fixed Prices shall remain firm throughout the first year of the contract. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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.

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CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

District Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, District the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

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(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'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.

DEFAULT (JAN 2006):

(a)(1) The District 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 District'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 District 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 District 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 (force majeure) or of the public enemy, (2) acts of the District 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 District may require the Contractor to transfer title and deliver to the District, 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 District has an interest.

(f) The District 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 District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District 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 District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the

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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 District in this clause are in addition to any other rights and remedies provided by law or under this contract.

ESTIMATED QUANTITY - UNKNOWN (JAN 2006): The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

ILLEGAL IMMIGRATION - (NOV 2008): An overview is available at 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 District 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 item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006): Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the District of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon District. District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

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 Procurement Code Section III.D.4.

PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services” (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 South Urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

Richland County School District One
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RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or a joint venture 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 (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006): Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

Richland County School District One
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VIII. BIDDING SCHEDULE

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

Pricing must include all requirements for services as described in the narrative of this RFP. Any additional costs to meet the requirements must be identified and specified individually.

Service	Annual Amount
Initial Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Overall Total Cost of Contract	

Offeror Name: _____

Authorized Signature: _____

Title: _____

Date: _____

IX. ATTACHMENTS TO SOLICITATION

LIST ATTACHMENTS AS APPROPRIATE

Richland County School District One
Request for Proposal: Benefits Enrollment and Management Services

Exhibit A



RICHLAND COUNTY SCHOOL DISTRICT ONE
PROCUREMENT SERVICES
201 PARK ST.
COLUMBIA, S.C. 29201
(803) 231-7038 (Facsimile)

Solicitation Number: **RFP No. 88-10-1009**
Solicitation Name: **Provide Benefits Enrollment and Management Services**
Proposal Opening Date: **February 3, 2010 @ 2:00 P.M.**

If you are **NOT RESPONDING** to this solicitation, please check the reasons listed below on this Form and return to the address above. You may also return this form by Fax to (803) 231-7038. Failure to respond to three (3) consecutive RCSD1 solicitations may result in your firm being removed from the District Bidder's List.

Company Name: _____

- Small Woman
- Minority Business Enterprise
- SWMBE
- Others

Representative Name: _____

Telephone/Fax Number: _____

- Do not sell or provide requested products and/or services
- Cannot comply with specifications/scope of work
- Specifications/scope of work is unclear
- Cannot meet delivery timeframe and/or period of performance
- Delivery timeframe and/or period of performance unreasonable
- Cannot meet insurance and/or bond requirements
- Not enough time to prepare bid/proposal
- Plan to subcontract
- Job too small
- Job too large
- Current workload does not permit (provide details)
- Cannot provide competitive pricing
- Other (please explain): _____

Thank you for your assistance; please return Form within three (3) days after proposal opening date.

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Exhibit B



VENDOR LIST APPLICATION
(Subject to any state and local laws)

		VENDOR NO.
		ACCEPTANCE DATE:
NAME OF COMPANY	DATE	Web site :
		E-Mail address:

ADDRESS TO WHICH CORRESPONDENCE AND PURCHASE ORDER ARE TO BE MAILED:

ADDRESS TO WHICH PAYMENT IS TO BE MAILED TO:	HOW LONG IN PRESENT BUSINESS
--	------------------------------

TYPE OF ORGANIZATION: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATION <input type="checkbox"/> NON-PROFIT	IF CORPORATION INDICATE WHICH STATE:
---	--------------------------------------

NAME OF OFFICER'S, OWNER'S OR PARTNER'S AND CONTRACTS IN YOUR NAME:	
(A) PRESIDENT	PRODUCTS ARE SOLD: <input type="checkbox"/> DELIVERED <input type="checkbox"/> FOB if so FOB POINT
(B) VICE PRESIDENT	
(C) SECRETARY	INVOICE TERMS (min., net 30)
(D) TREASURER	
(E) OWNER'S / PARTNERS	NET WORTH:

PERSON AUTHORIZED TO SIGN BIDS, OFFERS, AND CONTACTS IN YOUR NAME			
NAME	OFFICIAL CAPACITY	TEL. NO.	FAX NO.

LIST TYPE OF EQUIPMENT, SUPPLIES, MATERIAL, AND/OR SERVICES ON WHICH YOU DESIRE TO RECEIVE BID SOLICITATIONS:

DESCRIPTION

TYPE OF BUSINESS	
CATEGORY (CHECK ONE)	BUSINESS ENTERPRISE
<input type="checkbox"/> MANUFACTURER <input type="checkbox"/> REGULAR DEALER	<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> MINORITY
<input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> SURPLUS DEALER	<input type="checkbox"/> WOMAN OWNED
<input type="checkbox"/> CONSTRUCTION CONCERN	<input type="checkbox"/> OTHERS
<input type="checkbox"/> WHOLESALE	CERTIFIED: <input type="checkbox"/> yes If yes attach form <input type="checkbox"/> no
<input type="checkbox"/> OTHERS	SIZE OF BUSINESS: AVERAGE NUMBER OF EMPLOYEES:

I certify that the information supplied herein is correct and neither the Applicant nor any person in any connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible by any agency of the Federal Government, agencies of the State of South Carolina or by Richland County School District One.

Name:
Title:
FEIN or SSN
Business License Number:

AUTHORIZED SIGNATURE:

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES
Web site: www.richlandone.org

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

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

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