



RICHLAND ONE
FINANCIAL SERVICES

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Sherri Mathews-Hazel, CPA
Chief Financial Officer

Matter of: HUB International
Posting Date: December 3, 2025
Contracting Entity: Richland County School District One
Solicitation No.: RFP 2026-005
Description: Provide Third Party Benefits Enrollment & Management Services

DIGEST

Protest of awardee FFGA as non-responsive and evaluation methodology. The protest of HUB International is attached as Exhibit A.

AUTHORITY

The Chief Business Officer (CBO) conducted an administrative review pursuant to Richland County School District One Procurement Code Article 17.4210. This determination is based on the evidence and applicable law and precedents.

BACKGROUND

On August 25, 2025, Richland County School District one (the District) issued Solicitation RFP 2026-005 requesting bids to provide Third Party Benefits and Enrollment Services. [Exhibit B] On September 11, 2025, the District issued Amendment #1 to the solicitation answering vendor questions. [Exhibit C]

By the deadline for receipt of bids, the District received five bids. [Exhibit D] After evaluating bids, the District determined FFGA as the offeror whose proposal was determined to be the most advantageous to the District. On October 27, 2025, the District posted a notice of intent to award a contract to FFGA. [Exhibit E] On November 4, HUB International filed an intent to protest. On November 11, 2025, HUB International submitted a protest of award.

DETERMINATION:

FOIA AND EXTENSION REQUEST

As an initial matter, HUB International ("HUB") requested to be provided the District's procurement file documents, requested via Freedom of Information Act ("FOIA"), as well as an extension for a supplemental protest submission. This extension request is denied. HUB timely filed a FOIA request but did not pay the requisite fee for the document production, despite adequate notice of the same, until after the protest deadline had passed.

PROTEST GROUNDS

HUB's Protest is denied for the reasons stated below.

Ground 1: HUB contends that FFGA was a non-responsive bidder because its bid submission was 66 pages in violation of the solicitation page requirement of 60 pages or less. This requirement of the solicitation was a minor informality (see S.C. Code Ann. § 11-35-1520). Furthermore, FFGA's bid included seven (7) section heading pages that included no material information. Also, four (4) pages of FFGA's submission included forms required by the District and not materially related to the services provided. As such, there is no indication that FFGA submitted any more substantive information than anyone other bidder.

Ground 2: Secondly, HUB contends that solicitation 2026-005, as the second solicitation for this particular contract, changed the requirement for prior SC experience from prospective vendors. HUB alleged that such modification of qualification criteria was improper and "demonstrates bias..." Contrary to HUB's contention, which is not supported by any legal authority, there is nothing prohibiting the District from modifying this criterion to increase competition and thus the number of prospective bidders. In fact, the number of prospective bidders from the first to second solicitations did go up.

Notwithstanding the substantive failure on this grounds for protest, listed above, this grounds is out of time pursuant to Section 4210(1)(a) of the District's Procurement Code.

Ground 3: HUB also notes that the District utilized an incomplete and invalid evaluation process because one of the evaluators was not available for the presentations. One evaluator did, in fact, call in sick on the morning of the bid evaluations. His notification to the District of his absence did not take place in enough time to notify each bidder to reschedule their respective presentations. To that end, each bidder was notified that a member of the selection team was not present and that the presentations would be videotaped so that bidder could watch prior to scoring. Each bidder, including HUB, elected to go forward with the presentation and scoring without any notification of any objection. HUB notes that watching the video was not the equivalent to active participation, but does not listed any legal authority to support that such a participation is not permitted, especially in a unique and unexpected situation such as the illness of a team member.

Grounds 4 and 5: HUB also believes that its protest should be granted because one of the evaluation team used "grossly inadequate notes," which HUB contends to be an arbitrary and capricious evaluation. Furthermore, HUB contends that the consensus scoring method used by the District resulted in HUB's score being "dramatically and disproportionately lowered..." Without providing any legal authority citation or criteria as to what would constitute "adequate" notes of an evaluator, the consensus scoring method of evaluation, which is discussed below, is meant for this particular purpose. Consensus scoring, which is standard in the industry and routinely used by the District, including on the earlier solicitation for his contract, allows for a bidder to overcome a particularly low score with the consensus of the group rather than being unduly prejudiced by an outlier score.

Ground 6: HUB also alleges that FFGA was a non-responsive bidder because it did not include financial statements with its proposal as required in the solicitation. As an initial note, FFGA's failure to provide financial statements was a minor informality (see S.C. Code Ann. § 11-35-1520). Furthermore, the provision noted by HUB required the following:

6. Section VI – 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 for the last two fiscal years.**

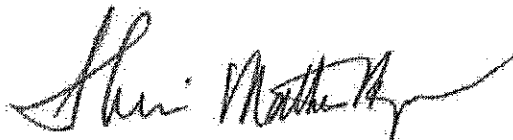
(Emphasis added). FFGA did provide an audit opinion that addressed its financial status for the last two fiscal years, which is sufficient for the requirement that bidders provide information reflecting their current financial condition.

Ground 7: HUB also alleges that FFGA was non-responsive because it did not respond that it would commit to procure such required insurance or provide any certificates of insurance for the required levels of coverage. Again, the lack of certificates of insurance is a minor informality under S.C. Code Ann. § 11-25-1520. Furthermore, the insurance requirement in the solicitation was for limits "at least as broad as" \$1,000,000 in commercial general liability insurance. FFGA responded with a certificate of insurance noting limits of professional liability coverage for more than the required limit.

Ground 8: Finally, HUB contends that FFGA was non-responsive because it did not change its proposal cover sheet to include the current solicitation number. Although this discrepancy in the solicitation numbers would certainly qualify as a minor informality under S.C. Code Ann. § 11-25-1520, there was no misunderstanding on behalf of the District on which solicitation FFGA, as well as the other bidders, was seeking reviewed. More importantly, FFGA included the correct solicitation number on the District required forms wherein it signed and agreed to the solicitation terms and conditions.

DECISION

For the foregoing reasons, the CBO denies HUB International's protest.



Sherri Mathews-Hazel, CPA
CFO, CBO of Richland County School District One

RIGHT TO APPEAL

Finality of Decision. A decision pursuant to subsection (4) of the District's Procurement Code, Section 4210, is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the chief business official, who shall forward the request to the panel and must be in writing, setting forth the reasons for disagreement with the decision of the chief business official. The person also may request a hearing before the Procurement Review Panel.

GRAVES & DAVIS

Attorneys at Law

December 15, 2025

Via Hand-Delivery and Email

Chief Business Official/Chief Procurement Officer
Sherri Mathews-Hazel, CPA
RICHLAND COUNTY SCHOOL DISTRICT ONE
PROCUREMENT SERVICES
201 PARK STREET
COLUMBIA, SC 29201

Re: HUB International Midwest Limited's Request for Further Administrative Review
by the Procurement Review Panel
RFP No. 2026-005 – Third Party Benefits Enrollment & Management Services

Dear Chief Business Official:

Pursuant to Sections 4210(6) and 4410(1)(a) of the Richland County School District One Procurement Code, HUB International Midwest Limited ("HUB") hereby requests further administrative review by the District Procurement Review Panel of the Chief Business Official's written determination denying HUB's protest of award, which determination was posted on December 3, 2025. As permitted by Section 4210(6), HUB also requests a hearing before the Procurement Review Panel.

This request for review is timely filed within ten (10) days of posting the CBO's decision, as required by Section 4210(6). The bases for HUB's disagreement with the CBO's decision are set forth below.

I. STATEMENT OF FACTS

On August 25, 2025, the District issued RFP 2026-005 seeking proposals to provide third-party benefits enrollment and management services for approximately 5,000 District employees. The RFP established specific mandatory requirements, including a maximum page limit of sixty (60) pages, stated in bold red letters on page 13 of the RFP. By the submission deadline of September 23, 2025, the District received five proposals.

Following evaluation, the District posted a notice of intent to award the contract to First Financial Group of America ("FFGA") on October 27, 2025. HUB timely filed its notice of intent to protest on November 4, 2025, and submitted a comprehensive written protest on November 11, 2025, raising eight substantive grounds for protest challenging both FFGA's responsiveness and the evaluation process. The CBO issued a written determination on December 3, 2025, denying HUB's protest on all grounds.

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HUB has been the incumbent provider for this contract and submitted a responsive, compliant proposal. FFGA's proposal violated mandatory RFP requirements and the evaluation process contained substantial procedural defects that materially prejudiced HUB and other compliant offerors.

II. FOIA AND EXTENSION REQUEST

HUB respectfully disagrees with the District's characterization regarding the timeliness of the FOIA fee payment. On October 28, 2025, HUB submitted its FOIA request seeking information related to the RFP. On October 31, 2025, the District responded with a fee breakdown and mailing instructions. HUB immediately remitted payment by check on November 3, 2025 – the next business day – to the address specified by the District. Standard USPS delivery times for first-class mail within South Carolina typically range from 2-5 business days, so the check would ordinarily be expected to arrive by November 7 or 8, 2025, well before the November 11, 2025 protest deadline. In sum, HUB acted diligently and in good faith by remitting payment on the first business day following receipt of the District's fee notice.

III. GROUND'S FOR DISAGREEMENT WITH CBO'S DECISION

HUB's request for review is based on the following grounds, each of which demonstrates that the CBO's decision was clearly erroneous, arbitrary and capricious, and contrary to law:

A. The CBO Erred in Finding FFGA's 66-Page Proposal Responsive Despite Clear Violation of the Mandatory 60-Page Maximum Requirement

1. The Page Limit Was a Mandatory, Material Requirement

The RFP unambiguously established a maximum page limit of sixty (60) pages. Page 13, Section 2 of the RFP states in bold red letters: "maximum of sixty (60) pages." The RFP further warned that "[f]ailure to comply may result in a proposal being found non-responsive." This language establishes the page limit as a mandatory requirement, not a mere suggestion.

The South Carolina Procurement Review Panel has consistently held that the terms "maximum" and "may result in non-responsiveness" establish mandatory requirements when stated in the context of specific, exact limitations. Appeal of CollegeSource, Case No. 2008-4 (even permissive language like "should" can be mandatory depending on context). Here, the context is unambiguous: the requirement was stated as a specific, exact maximum, highlighted in bold red letters, and accompanied by a warning about non-responsiveness.

2. FFGA's 66-Page Proposal Materially Violated This Requirement

FFGA submitted a 66-page proposal, exceeding the maximum by 10%. This was not a minor deviation but a substantial violation that provided FFGA with an unfair competitive advantage. No other offeror exceeded the 60-page limit. By allowing FFGA to submit 10% more

content than permitted, the District created an uneven playing field that violated the fundamental procurement principle of fair and equal treatment.

As the South Carolina Chief Procurement Officer held in *Protest of Therap*, SC CPO 2025-208: “It is a fundamental policy of the Code that offerors must be treated fairly and equally. ‘The code must be construed . . . to ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased confidence in the procedures followed in public procurement.’ S.C. Code Ann. § 11-35-20(1)(f).”

The federal case *Tetra Tech AMT v. United States*, 128 Fed. Cl. 169, 183, directly addressed this issue: “All vendors would have benefitted from more pages and space in which to promote their proposal. But the RFP restricted that space, and [the awardee] unilaterally took such an improper advantage.” The same principle applies here—all offerors would have benefitted from additional pages, but only FFGA took that improper advantage.

3. The CBO’s Reliance on “Minor Informality” Doctrine Was Erroneous

The CBO incorrectly characterized this violation as a “minor informality” under S.C. Code Ann. § 11-35-1520. A minor informality is defined as “one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a minor effect on quality, quantity, or delivery.”

FFGA’s violation fails every element of this test:

- It was not “merely a matter of form” – the page limit directly controlled the substance and quantity of information FFGA could present.
- It was not “immaterial” – six additional pages (10% more content) provided substantial additional space to promote FFGA’s proposal.
- It had a material “effect on quality” – additional pages allowed FFGA to provide more detailed information, explanations, and marketing content than compliant offerors.

Moreover, FFGA’s proposal included seven (7) section heading pages with no substantive content. The CBO’s determination suggests these “header pages” somehow don’t count toward the page limit. This interpretation is nowhere supported by the RFP and creates an absurd loophole: any offeror could circumvent page limits by adding blank “section divider” pages. The RFP said “maximum of sixty (60) pages” – it did not exempt blank pages, divider pages, or any other pages from this count.

B. The CBO Improperly Dismissed HUB’s Challenge to the District’s Elimination of South Carolina Experience Requirements

The CBO ruled this ground of protest untimely under Section 4210(1)(a), which requires protests of solicitation terms to be filed within fifteen days of RFP issuance. However, this ruling ignores the substantive nature of HUB’s challenge and the District’s pattern of behavior.

HUB's protest was not merely that the District changed the criteria between solicitations – which HUB had every legal right to do. Rather, HUB alleged that the modification of criteria *demonstrates bias and appears designed to advantage the District's pre-selected vendor*. This is an allegation of procedural irregularity and improper conduct that could only be raised after *award, when the pattern became clear*.

The District reduced emphasis on South Carolina experience precisely at the time it selected an out-of-state vendor with no South Carolina presence over the incumbent provider with extensive state experience. The appearance of impropriety in procurement is as damaging as actual impropriety, and such changes in criteria – particularly when they systematically disadvantage the incumbent and advantage a newcomer – warrant Panel review.

C. The CBO Failed to Address the Fundamental Defects in the Evaluation Process

1. Absent Evaluator Rendered the Process Incomplete and Invalid

The CBO's decision acknowledges that evaluator Mark Leslie was absent from all proposal interviews. While the District claimed interviews were recorded for his later review, this does not cure the fundamental defect. An evaluator who could not:

- Ask questions in real-time
- Seek clarifications during presentations
- Engage in interactive evaluation dialogue
- Observe offeror demeanor, responsiveness, and non-verbal communication

cannot provide the same quality of evaluation as evaluators who participated fully.

A recorded review is fundamentally different from active participation, and this disparity created an unequal and unreliable evaluation process.

The evaluation panel was specifically selected for their expertise and judgment. When one evaluator cannot exercise that judgment through full participation, the entire process is compromised. The District had two options: postpone the presentations until all evaluators could attend, or exclude the absent evaluator's scores. Instead, it proceeded with a fundamentally flawed compromise that disadvantaged all offerors.

2. Arbitrary and Capricious Evaluation by Evaluator Bradley

Evaluator Bradley awarded HUB a total score of only 49 points, dramatically lower than other evaluators' scores. The CBO dismisses this by noting that Bradley provided detailed notes for other respondents. However, this actually proves HUB's point: Bradley was capable of providing detailed documentation but chose not to do so for HUB. This disparate treatment is the definition of arbitrary and capricious action.

The lack of adequate justification for HUB's outlier score, combined with detailed documentation for other vendors, demonstrates either:

- Bias against HUB, or

- A fundamentally flawed evaluation methodology that applied different standards to different offerors

Either conclusion requires reversal. Evaluators must apply consistent standards and provide adequate documentation for scoring decisions, particularly when those scores are statistical outliers. Bradley's failure to do so renders her evaluation unreliable and legally deficient.

3. Improper "Consensus Scoring" Manipulated Results

The CBO's decision does not adequately address HUB's allegation that the "consensus scoring" process was used to manipulate final scores. Rather than preserving independent professional judgment, this methodology allowed certain evaluators to unduly influence others, resulting in HUB's score being "dramatically and disproportionately lowered."

The purpose of having multiple independent evaluators is to obtain diverse perspectives and prevent any single viewpoint from dominating. A "consensus" process that pressures evaluators to conform to a group view defeats this purpose. The District has not provided:

- Documentation of the consensus process
- Individual evaluator scores before consensus
- Explanation of how scores changed during consensus
- Justification for any evaluator changing their independent judgment

Without this transparency, the consensus scoring process appears to be an opaque mechanism for achieving a predetermined result rather than an honest evaluation methodology.

D. FFGA's Proposal Contained Multiple Additional Material Defects That Required Rejection

The CBO's decision dismisses HUB's remaining grounds by characterizing various defects as "minor informalities." This is legal error. FFGA's proposal contained multiple material deficiencies, any one of which should have resulted in rejection as non-responsive:

1. Financial Statements Requirement

Section VI of the RFP required: "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 for the last two fiscal years.**" (Emphasis added).

FFGA provided only an auditor's opinion letter, not actual financial statements showing two fiscal years of data. An opinion letter is not a "financial statement" – it is merely an auditor's commentary on financial statements. The CBO's determination that this satisfies the requirement reads the terms "financial statement" and "two fiscal years" out of the RFP entirely.

The requirement for financial statements serves critical purposes:

- Allows evaluation of vendor financial stability

- Enables comparison of financial trends across two years
- Permits assessment of whether vendor can financially sustain contract performance
- Provides transparency for public procurement

An opinion letter provides none of this information. The CBO's waiver of this requirement is arbitrary and prevents the District from making an informed responsibility determination.

2. Insurance Requirements

The RFP required "at least as broad as" \$1,000,000 in commercial general liability insurance. FFGA responded with a certificate of insurance showing professional liability coverage for an amount exceeding the required limit. However, professional liability insurance is fundamentally different from commercial general liability insurance:

- CGL covers bodily injury, property damage, and personal/advertising injury
- Professional liability covers errors and omissions in professional services
- These policies serve different purposes and are not interchangeable

The CBO's characterization of this as a "minor informality" misunderstands the nature of insurance requirements. If FFGA's employee causes bodily injury on District premises, professional liability insurance will not cover that claim. The District specifically required CGL coverage – FFGA did not provide proof of it.

3. Wrong Solicitation Number on Cover Sheet

FFGA's proposal cover sheet listed a different RFP number than the solicitation at issue. Under fundamental contract law principles of offer and acceptance, an offer responding to a different solicitation cannot be accepted as an offer for this procurement. The CBO provided no explanation for how an offer to a different procurement can form a valid contract for this procurement.

While the CBO suggests the procurement officer should have sought clarification, this places the burden on the District to correct offeror errors. The burden should remain on offerors to submit responsive proposals. Moreover, no clarification was sought, so the defect remains uncured.

4. Cumulative Effect of Multiple Defects

Even if the Panel were to find that some individual defects might be waived as minor informalities (HUB does not concede this), the cumulative effect of multiple material defects cannot be dismissed. FFGA's proposal:

- Exceeded page limits by 10%
- Failed to provide required financial statements
- Provided wrong type of insurance documentation
- Listed wrong solicitation number on cover page
- Included seven pages of blank section headers that provided no responsive information

This pattern demonstrates either carelessness or intentional disregard for RFP requirements. Either way, it cannot be characterized as minor or immaterial. When an offeror fails to comply with multiple mandatory requirements, the proposal must be rejected as non-responsive.

IV. APPLICABLE LEGAL STANDARDS

A. Standard of Review

Section 4410(1) grants the Procurement Review Panel authority to review and determine de novo requests for review of the CBO's written determinations. The Panel reviews the CBO's decision without deference, applying the law and facts independently.

The Panel may reverse the CBO's decision if it finds the determination was:

- Clearly erroneous
- Arbitrary or capricious
- Contrary to law

The CBO's decision meets all three criteria for reversal.

B. Fundamental Procurement Principles at Stake

1. Fair and Equal Treatment of All Offerors

S.C. Code Ann. § 11-35-20(1)(f) mandates that the Procurement Code "must be construed...to ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased confidence in the procedures followed in public procurement."

As the CPO held in *Protest of Therap*, SC CPO 2025-208: "It is a fundamental policy of the Code that offerors must be treated fairly and equally." When one offeror is permitted to exceed page limits while others comply, when one offeror can omit required financial statements while others provide them, equal treatment is destroyed.

2. Mandatory Requirements Must Be Enforced

When a solicitation establishes mandatory requirements using terms like "maximum," "shall," and "required," those requirements must be enforced. The minor informality exception applies only to truly minor, immaterial deviations – not to wholesale violations of clearly stated requirements.

To hold otherwise would render mandatory requirements meaningless. Offerors who invest time and effort to comply with requirements would be placed at a disadvantage relative to those who ignore them. This would undermine confidence in the procurement system and discourage responsible offerors from participating in future solicitations.

3. Evaluation Process Must Be Fundamentally Fair and Reliable

While evaluators have discretion in scoring subjective criteria, that discretion must be exercised:

- Consistently across all offerors
- With adequate documentation
- Through full participation by all evaluators
- Free from manipulation through improper consensus processes

When these standards are not met, the evaluation is unreliable and must be rejected.

4. Responsiveness Determinations Must Be Based on RFP Requirements

A proposal is non-responsive if it does not unambiguously commit to provide the supplies or services in accordance with the material requirements of the solicitation. The determination of whether a requirement is “material” must be made by examining the RFP itself – including the emphasis and prominence given to requirements – not by post-hoc rationalization of why violations should be excused.

Here, the RFP emphasized the page limit in bold red letters and warned that non-compliance could result in rejection. It required specific financial documentation and insurance coverage. These were material requirements by any measure, and FFGA’s failure to comply with them rendered the proposal non-responsive.

V. RELIEF REQUESTED

Based on the grounds set forth above, HUB respectfully requests that the Procurement Review Panel:

1. Conduct a de novo administrative review of the issues raised herein, including a hearing at which HUB will present evidence and testimony;
2. Reverse the CBO’s decision denying HUB’s protest;
3. Find that FFGA’s proposal was non-responsive due to multiple material violations of mandatory RFP requirements;
4. Find that the evaluation process was fundamentally flawed, arbitrary and capricious, and materially prejudiced HUB and other compliant offerors;
5. Order that FFGA’s proposal be rejected as non-responsive;
6. Order resolicitation of this requirement in accordance with applicable law and procurement regulations; and
7. Grant such other and further relief as the Panel deems just and proper.

CONCLUSION

The Panel has consistently held that procurement processes need not be perfect, but they must be fair. *Protest of Maximus*, 2011 SC CPO LEXIS 16. Here, the process was neither fair nor

reliable. FFGA was permitted to violate multiple mandatory requirements with impunity while compliant offerors adhered to all restrictions. The evaluation was conducted with an absent evaluator, arbitrary scoring without adequate documentation, and an opaque consensus process that appears designed to manipulate results.

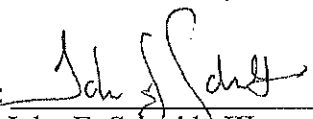
The Procurement Code exists to ensure fair competition, fiscal responsibility, and public confidence in government procurement. *S.C. Code Ann. § 11-35-20*. When mandatory requirements are ignored, when evaluations are conducted without full evaluator participation, and when scoring is arbitrary and poorly documented, these fundamental purposes are defeated.

HUB is the incumbent provider with extensive experience serving the District's needs. HUB submitted a fully compliant, responsive proposal. FFGA's proposal violated multiple mandatory requirements and should have been rejected. The evaluation process contained fundamental defects that materially prejudiced HUB.

The CBO's decision to overlook these multiple material defects was clearly erroneous, arbitrary and capricious, and contrary to law. HUB respectfully requests that the Panel reverse the CBO's decision, reject FFGA's non-responsive proposal, and order resolicitation.

Respectfully submitted this 15th day of December, 2025.

GRAVES & DAVIS, LLC

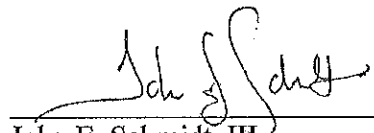
By: 

John E. Schmidt, III
South Carolina Bar No. 74186
Counsel for HUB International Midwest Limited

CERTIFICATE OF SERVICE

I hereby certify that on December 15, 2025, a copy of the foregoing REQUEST FOR FURTHER ADMINISTRATIVE REVIEW BY PROCUREMENT REVIEW PANEL was hand-delivered and sent via email to:

Chief Business Official/Chief Procurement Officer
Sherri Mathews-Hazel, CPA
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John E. Schmidt, III