

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENWOOD )

**SETTLEMENT OF PROTEST  
BY MUTUAL AGREEMENT**

For and in consideration of the mutual promises between and among the parties to this agreement, HUB International Midwest Limited (“HUB”) and Greenwood School District 50 (“the District”) (collectively, “the Parties”), the receipt and sufficiency of which are hereby acknowledged and authorized under Article 17, Section 4210.3, of the District’s Procurement Code (“District Code”) hereby agree as follows:

**WHEREAS**, on February 7, 2024, the District issued RFP #2324-009 (“the RFP”) for competitive sealed proposals to obtain the services of qualified vendors to provide Worker's Compensation, Property, Casualty, and other insurance services.

**WHEREAS**, under the RFP, questions submitted by HUB and other vendors and responses from the District were provided in Addenda 1 and 2, issued February 23 and February 27, 2024, respectively.

**WHEREAS**, on March 11, 2024, through counsel, HUB, then an aggrieved prospective bidder, contractor, or offeror, timely protested the solicitation (the “Protest”) of the RFP under District Code Section 4210.1.2.

**WHEREAS**, on March 11, 2024, the RFP’s solicitation phase was automatically stayed under District Code 4210.7.

**WHEREAS**, as of March 13, 2024, at 2:00 p.m., the RFP’s initial submission deadline, the District’s Procurement Director received four (4) sealed bids from prospective vendors, including HUB, and subsequently ceased from taking action to open the bid submittals.

**WHEREAS**, following the District’s receipt of the Protest, the Parties attempted in good faith to settle the Protest by mutual agreement as allowable under District Code Section 4210.3,

before the commencement of the Chief Business Official's ("CBO") administrative review as required under District Code Section 4210.4.

**WHEREAS**, the Parties desire to settle the Protest by mutual agreement and hereby dispose of the grounds contained in HUB's Protest.

**IT IS HEREBY AGREED**, by and between the Parties, and approved by the CBO, as follows:

1. HUB shall withdraw the Protest effective upon its execution of this Agreement. Upon HUB's withdrawal of the Protest, the automatic stay under District Code Section 4210.7 shall be simultaneously removed from the solicitation phase of the RFP. The specific grounds alleged by HUB in the protest shall be dismissed and disposed of *with prejudice*. Except for the grounds brought forth in the Protest and disposed of herein, this Agreement does not limit or prohibit the District, HUB, or any other vendors, from fully exercising their rights or seeking available remedies under the District Code.

2. Through a subsequently numbered and posted addendum, the District shall: (a) amend the RFP to extend the period to submit written questions until March 22, 2024, at 4:30PM; and (b) extend the submission deadline until April 10, 2024, at 2:00PM. Accordingly, the District will accept any additions to previous bid submittals or additional submittals before the deadline. The district will not accept any late submissions. HUB's withdrawal of its protest is conditioned on and made in reliance on the District's promise and representation that the District will perform the actions set forth in this paragraph.

3. Through a subsequently numbered and posted addendum, the District shall acknowledge and provide the available information in response to the following questions previously presented by HUB:

- a. “Please complete the [previously submitted] Abuse & Molestation, School Board Legal Liability questionnaires or **provide equivalent completed questionnaires.**” (emphasis original).
- b. “Please complete the [previously submitted] Property Update Details Questionnaire for these schools: Emerald High, Frank Russell Career Center, Greenwood High, Hodges Elementary, Lakeview Elementary, Rice Elementary, Pinecrest Elementary and Mays Elementary.”
- c. “Please provide more details on the large claims dated:
  - o GL – 7/22/22 - \$25K – open – no details provided, need location as well.
  - o GL - 5/13/22 – \$40K – open - child fell and broke arm – any other details – location?
  - o GL - 3/10/20 - \$55K – closed – student carried off bus – any other details? Any changes made as a result?
  - o GL/A&M – 2/13/20 - \$505K – abuse of students – need more specific details of the incident – how many students? What location? Any changes made as a result? Was this a GL claim or abuse/molestation claim?
  - o SBLL – 6/9/23 - \$30K – open – wrongful termination – provide more details of claim.”
- d. “Do any locations have rooftop HVAC systems? If so, which have some type of hail guards?”

HUB’s withdrawal of its protest is conditioned on and made in reliance on the District’s promise and representation that the District will perform the actions set forth in this paragraph.

4. Through a subsequently numbered and posted addendum, the District shall provide a list of employees whose duties include driving a bus. HUB’s withdrawal of its protest is conditioned on and made in reliance on the District’s promise and representation that the District will perform the actions set forth in this paragraph.

5. This Agreement contains the entire agreement between the Parties, and any modification of its terms shall be by formal written document and executed in the same manner as this Agreement.

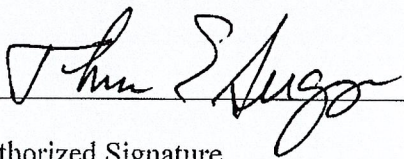
6. The Parties agree that if any term, part, sub-part or clause, or any portion of any term, part, sub-part or clause, is deemed illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and this Agreement shall remain binding on all parties as if such illegal or unenforceable clause had not been included in the original document.

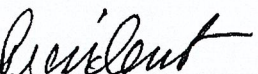
7. The Parties agree that a facsimile signature on this Agreement shall be as effective as an original signature and that this Agreement may be signed in separate counterparts. The Parties further agree that an electronic signature by Rodney Smith, CBO (rsmith@gwd50.org) and Thomas E. Suggs, President and CEO of HUB (tommy.suggs@hubinternational.com) provides sufficient and legal execution of this agreement. All parties shall be provided copies of the fully executed agreement and audit documents following full execution.

8. The Parties expressly agree that this Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of the State of South Carolina.

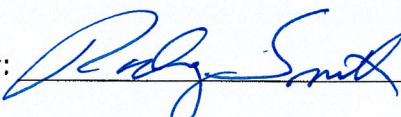
IN WITNESS WHEREOF, and intending to be legally bound hereby, HUB International Midwest Limited and Greenwood School District 50, hereby execute the foregoing Settlement Agreement.

Authorized Representative on Behalf of  
*HUB International Midwest Limited*

By:   
HUB Authorized Signature

Its:   
Dated: 3-19-24  
*HUB International Midwest Limited*

Authorized Representative on Behalf of  
*Greenwood County School District 50*

By:   
Mr. Rodney Smith  
Assistant Superintendent for Business

Its: **Chief Business Officer**  
Dated: 3-20-24  
*Greenwood County School District 50*