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Protest Decision

Matter of: Patterson Insurance Group, Inc. / Insurance Advantage, LLC

Case No.: 2019-126

Posting Date: May 6, 2019

Contracting Entity: University of South Carolina

Solicitation No.: USC-RFP-3361-LD

Description: Provide Promotion and Support for Employee Voluntary Benefits

DIGEST

Protest of successful bidder's eligibility for award is granted. Patterson Insurance Group / Insurance Advantage's (Patterson) protest is included by reference. (Attachment 1)

AUTHORITY

The Chief Procurement Officer¹ (CPO) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210(4). This decision is based on materials in the procurement file and applicable law and precedents.

¹ The Materials Management Officer delegated the administrative review of this protest to the Chief Procurement Officer for Information Technology.

BACKGROUND

Solicitation Issued	October 02, 2018
Amendment 1 Issued	October 05, 2018
Amendment 2 Issued	October 09, 2018
Amendment 3 Issued	October 10, 2018
Amendment 4 Issued	October 15, 2018
Intent to Award Posted	February 01, 2019
Initial Protest Received	February 05, 2019
Amended Protest Received	February 15, 2019

The University of South Carolina (USC) issued this Request for Proposals to retain a licensed insurance provider to coordinate the development, promotion, and administration of a Voluntary Employee Benefits program for employees throughout the USC system. USC received twelve responses including Keenan Suggs | HUB International and Patterson Group / Insurance Advantage, the sixth ranked offer. An Intent to Award was posted to Keenan Suggs | Hub International (Keenan) on February 1, 2019. Patterson initially protested that Keenan is not a responsible bidder on February 5, 2019 and amended the protest on February 15, 2019.

ANALYSIS

Patterson first protests that USC cannot award a contract to Keenan Suggs | HUB International because there is no corporate entity with that name. Patterson states:

Keenan Suggs, as a named awardee to Solicitation Number: USC-RFP-3361-LD, is not capable of receiving this awarded contract. Specifically, they are:

o **Non-Existent** - Keenan Suggs no longer exists - Keenan Suggs and all entities doing business as Keenan Suggs ceased to exist on **08/02/2016**. (please see Exhibit 4)

o **Non-Licensed** - Keenan Suggs no longer is licensed in the state of South Carolina as of **02/01/2017**. (please see exhibit 3)

One of the most important concepts in contract law is the need for parties to know with whom they are conducting business. For legitimate business reasons, a corporation may create subordinate entities with similar-sounding names. Although the parent company may be well-capitalized, its subsidiaries may have few or no assets. The State must be satisfied that its

contractor has the wherewithal to perform successfully—or to make the State whole if it does not. In other words, the State needs to unambiguously identify its contracting partner. The State includes several requirements in its solicitation documents to ensure that it knows exactly who the contractor is. Those requirements begin on the cover page each offeror must sign and submit with his bid.

The RFP cover page contains a signature block where the bidder is asked to enter the “Full legal name of business submitting the offer.” Directly below the signature block, the RFP notes the following regarding the name of the offeror:

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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 division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

The cover page USC used also requires offerors to enter their taxpayer identification number (TIN). Along with other information, the RFP required bidders to submit a signed cover page and page two of the solicitation document with their bids.

The RFP contains a definitions section, which applies to all parts of the solicitation unless otherwise provided within the IFB. The following definitions have relevance to this protest:

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

* * *

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.

Solicitation, page 3.

The clause titled “Bid/Proposal As Offer to Contract” reads:

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). 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.

Id., page 4. On page 7 of the RFP is a clause titled “Signing Your Offer.” It provides in part, “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.” (emphasis supplied). USC included another clause addressing the TIN:

TAXPAYER IDENTIFICATION NUMBER: (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....

Id., page 9. Finally, the solicitation required an insurance license:

Offeror must be licensed by South Carolina Department of Insurance to conduct insurance business in South Carolina and must be registered to do business in South Carolina.

Id., page 12.

On the cover sheet, Keenan submitted its proposal in the name of “KeenanSuggs | HUB International,” which it identified as an Illinois corporation. It entered “70000229856” as its taxpayer identification number. Thomas E. Suggs signed the bid, giving his title as “President and CEO.” On “page two” Keenan lists its home office, notice, payment and order addresses as “1330 Lady Street, Columbia, SC 29201.”

Keenan’s proposal includes a cover letter and other pages bearing logos for both “KeenanSuggs Insurance” and “Hub,” including the designation “HUB Carolinas” in the letterhead. The proposal begins with an executive summary. On page 3 is this paragraph:

Protest Decision, page 5

Case No. 2019-126

May 6, 2019

KeenanSuggs|HUB is the brand name in SC for HUB International, Chicago, IL, which is the 6th largest brokerage/consulting firm in the world. Our product and services menu consist of commercial property and casualty insurance, employee benefits, personal insurance, risk services and HR consulting. Currently we have 450 offices and 11,000 employees.

In the Intent to Award, USC identified the contractor as:

Keenan Suggs/Hub International
1330 Lady Street
Columbia, SC 29201

On February 8, 2019, Gill Weathers forwarded a letter responding to the protest from Mr. Suggs to USC's procurement manager. Mr. Weathers' email signature reads:

Gill Weathers
Business Development Manager
HUB International Southeast
1330 Lady Street
Columbia, SC 29201
Office: 803-227-4798
Mobile: 803-600-4770
gill.weathers@hubinternational.com
hubinternational.com

Mr. Suggs wrote:

(1) As was specifically disclosed in our proposal, on page 3, KeenanSuggs | HUB is a brand or marketing name for HUB International Midwest Limited ("HUB"). HUB is the 6th largest broker in the world and has many different brand names or DBAs used by its teams. Keenan & Suggs Insurance was acquired by HUB in August 2016. KeenanSuggs | HUB uses this brand name due to the reputation and familiarity with the KeenanSuggs name in South Carolina. The Taxpayer Identification Number used on Pages 1 and 2 of our response is HUB's Taxpayer ID number. HUB has an active insurance license in South Carolina that KeenanSuggs | HUB operates under. The CPO has recognized in the past that when an informal name is used in the bid submission, but the proper taxpayer ID is given, it is perfectly appropriate for the State agency to accept the bid, treat the name issue as a minor informality and correct it as may be appropriate.

(italics in original). He signed the letter as "President and CEO – KeenanSuggs | HUB."

The South Carolina Secretary of State maintains a website listing information for business entities who have qualified to conduct business in this State. A search for “hub international” returns twenty-five separate entities. There are no entries for “HUB International,” “HUB International Carolinas,” or “HUB International Southeast.” Fourteen entries, including one for “HUB International Midwest Limited,” display status as “Merged Out of Existence.” A second entry for HUB International Midwest Limited indicates that entity is an Indiana corporation in good standing. There is no HUB entity identified as an Illinois corporation on the website. A search for “hub carolinas” returns no results. Searching the site for “keenan & suggs” returns three dissolved limited liability companies and an entity formerly named “Keenan & Suggs, Inc.” The last entry links to a corporation now named “KSI Holdings, Inc.”

The Taxpayer Identification Number (TIN) listed on the cover page of Keenan’s bid is not a TIN at all. Removing one zero from that number (to “7000229856”) matches the vendor identification number in the South Carolina Enterprise Information System (SCEIS) associated with “HUB International Southeast Limited.”² While SCEIS does not display a vendor’s TIN, it does identify other vendors with the same TIN as “related.” SCEIS lists HUB International Southeast Limited, HUB International Midwest Limited, and HUB International Carolinas as sharing the same TIN.³ As mentioned previously, the Secretary of State has no record of either HUB International Southeast Limited or HUB International Carolinas. The address for HUB International Midwest Limited in SCEIS is “2430 Mall Drive, Suite 280, Charleston, SC 29406,” not the Columbia address appearing on the proposal.⁴

² As a lump sum institution USC is not required to use SCEIS as its procurement platform. However, USC—like anyone else in the State—can review vendor registration information in SCEIS.

³ Multiple limited liability companies may be treated by the Internal Revenue Service as “disregarded entities” for tax purposes. That is, if a corporation is the sole owner, or member, in several LLC’s, the IRS will treat the parent and the LLC’s as a single entity. Tax treatment as a disregarded entity has no impact on the limited liability protection offered by the LLC form. The LLC protects the parent’s assets from the debts and obligations of the LLC as long as the parent company maintains an account of LLC income and expenses separate from the corporate parent’s accounts.

⁴ Except for the vendor identification number, all of the vendor information in SCEIS is entered by the bidder during the registration process.

South Carolina's Department of Insurance links to a national database of licensees. Searching the database for "keenan" among South Carolina business entities licensed by DOI yields two resident entries: Keenan & Suggs, Inc., and Keenan Suggs Bowers Elkins, LLC. Both display License status as "Inactive." A similar search for "hub international" returns sixteen entries, none of which is resident in SC. Ten entries display License status as "Active." There is an entry for Hub International Midwest Limited with an address in Chicago, IL. That entity's License status displays as "Active." Midwest's "Owners, Partners, Officers and Directors" are listed as: Richard Gulliver, Roger Forystek, W. Kirk James, Dennis Riffert, and Martin Hughes. Under "DBA/Trade Name" displays "No results found." Nothing in these records provides an explicit link between "KeenanSuggs | HUB International" and Hub International Midwest Limited.

When a State awards a contract, it must know who it is contracting with. It must know who to pay, who will perform, who is contractually bound to the State, and who will be accountable to the State if things go wrong. *See Protest of ACMG, Inc.*, Panel Case No. 1990-4, (holding that ACMG, Inc. lacked standing to protest on behalf of ACMG of South Carolina because ACMG, Inc. "is not the offeror who would become contractually bound to the State."). Every offeror responding to a solicitation makes affirmative representations described in by the RFP. In this solicitation USC included the following certifications, representations and warrants:

- Certificate of Independent Price Determination (page 4)
- Certification Regarding Debarment and Other Responsibility Matters (page 5)
- Disclosure of Conflicts of Interest or Unfair Competitive Advantage (page 5)
- Drug Free Work Place Certification (page 6)
- Ethics Certificate (page 6)
- Iran Divestment Act – Certification (page 6)
- Open Trade Representation (page 6)
- Prohibited Communications and Donations (page 6)

Absent unambiguous identification of the contractor, these certifications are meaningless.

Contrary to Mr. Suggs' February 8 letter, Keenan's proposal did not identify HUB International Midwest Limited as the bidder. The TIN the letter references is not a number recognized by the taxing authorities, and does not help to identify the legal entity who submitted the proposal. Neither KeenanSuggs | HUB International, HUB International Southeast, nor HUB International

Carolinas is a legal entity registered with the Secretary of State. And it is far from clear which of the sixteen licensees listed with the Department of Insurance is the “HUB” entity under which Keenan is licensed. A letter from Keenan’s counsel dated March 21, 2019, acknowledges that “HUB is the 6th largest broker in the world and has many different brand names or DBAs used by its teams.” The use of multiple fictitious trade names—with no registration or other means of connecting a specific trade name to the legal entity submitting the offer—only compounds the identification problem.⁵ At the end of the day, USC cannot know whether it is entering a contract with KeenanSuggs | HUB, HUB International Midwest Limited, HUB International Southeast Limited, HUB International, or some other HUB-related entity. This issue of protest is granted.

Patterson also protests that whichever Hub International entity is the actual bidder is not a responsible contractor, and that it failed to identify that its contract with the Berkeley County School District was cancelled and resulted in litigation with the School District:

Hub International is a Nonresponsible Offeror, as they have not disclosed the cancellation of their contract prior to January 2018 with Berkeley County School District in relation to CIVIL ACTION NO. 2:18-cv-00151-DCN and the current civil complaints of “RICO, fraud, negligent misrepresentations, civil conspiracy, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, negligence, conversion, constructive trust, and unjust enrichment against all Defendants, and negligence per se against the Insurance Defendants.”

Keenan denies it was obliged to disclose these matters and denies that it could be other than a responsible contractor, based on its decades of providing insurance services to the State.

A procurement officer’s determination of responsibility will not be disturbed unless the determination is “clearly erroneous, arbitrary, capricious, or contrary to law.” S.C. Code Ann. § 11-35-2410(A) (2011). Procurement officers are given broad discretion in making responsibility determinations because these are a matter of business judgment. *Protest of Value Options, et al.*, Panel Case No. 2001-7. The Panel has noted that it will not overturn a responsibility

⁵ Keenan’s reliance on an unappealed CPO decision from 2006 is misplaced. *Protest of Manhattan Construction Company* challenged the award of a contract based on a bid mistakenly bid under the contractor’s former name. Even assuming the CPO decided the protest correctly, the identity of the bidder was never in doubt. Both the license number and the TIN provided on the bid documents unambiguously belonged to the offeror, who had properly notified both the Secretary of State and LLR.

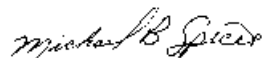
determination on the grounds that it is arbitrary or capricious unless the protester can “demonstrate a lack of reasonable or rational basis for the agency decision or subjective bad faith on the part of the procuring officer or clear and prejudicial violation of relevant statutes and regulations which would be tantamount to a lack of reasonable or rational basis.” *Id.* (quoting *Robert E. Derektor of Rhode Island, Inc., v. Goldschmidt*, 516 F. Supp. 1085 (D. R.I. 1981)). *Cf. Appeal by Allied Waste Services*, Panel Case No. 2013-12 (affirming agency determination of non-responsibility and recognizing distinction between corporate parent and subsidiaries).

As discussed above, USC could not have known the identity of the offeror to whom it awarded this contract. Without this knowledge, there could be no rational basis for determining the contractor was, in fact, responsible. Because the determination lacked any basis this ground of protest is granted. Having granted the protest, the CPO expresses no view whether the failure to disclose the Berkeley County matter was a material omission; or, if disclosed, whether those facts establish that KeenanSuggs is not a responsible offeror.

DECISION

For the reasons stated above, the protest of Patterson Insurance Group, Inc. / Insurance Advantage, LLC is granted. The award is vacated and the solicitation is returned to USC with instructions to proceed in accordance with the Code.

For the Materials Management Office



Michael B. Spicer
Chief Procurement Officer

Attachment 1



2/5/2019

Chief Procurement Officer
Materials Management Office
1201 Main St
Suite 600
Columbia, SC 29201

Solicitation Number: USC-RFP-3361-LD

Dear Sirs,

We are writing to protest the awarding of the Voluntary Benefits program to **Keenan Suggs/HUB International**. We have to assume that USC Procurement was unaware of the lawsuit that HUB International, HUB Southeast, and its other entities are facing as a **named** defendant in a civil & criminal case involving the Berkeley County School District in South Carolina (see exhibits 1 & 2). **Keenan Suggs/HUB International** apparently did not disclose information regarding this lawsuit and the ongoing actions as required by the language on Pg. 5 Sections B, C, D, and E.

The original suit was filed on 1/18/18 then amended on 1/29/2018 with more charges levied against HUB. HUB then tried to force arbitration stating that it was in all of their contracts. The District argued that the signatures were obtained fraudulently because the Procurement Process required by law was bypassed and the District knew nothing about the contracts. The Judge ruled in the District's favor and denied Arbitration on 1/29/2019.

"The District levies the following causes of action: RICO, fraud, negligent misrepresentations, civil conspiracy, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, negligence, conversion, constructive trust, and unjust enrichment against all Defendants, and negligence per se against the Insurance Defendants."

The District also alleges multiple schemes such as bribery, kickbacks, excessive broker fees, bypassing the State Procurement Procedures rules and fraudulently obtaining signatures on unnecessary policy contracts. The District is seeking over \$42 million dollars in damages and restitution.

According to the Charleston Post & Courier, the corporate spokesperson for HUB stated that the HUB Representatives "Didn't do anything any other agent is doing." We have been in this business for a combined 43 years, and neither we nor any of our associates have ever offered Bribes or Kickbacks to obtain business.

Additionally, it must be noted that Keenan Suggs is:

- a) No longer an entity

b) No longer licensed in the state of South Carolina. (please see exhibit 3)

Therefore, this USC-RFP-3361-LD cannot be awarded to HUB International (aka KeenanSuggs) per the guidelines of the RFP (specifically the **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS clause**) and the State of South Carolina Procurement rules.

Specifically, in this clause they have violated the following provisions:

"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 any state or federal agency;

(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 (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;).

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity."

Berkeley County School District has:

- A) terminated Hub International's contract in February 2018
- B) Levied the following charges against them: RICO, fraud, negligent misrepresentations, civil conspiracy, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, negligence, conversion, constructive trust, and unjust enrichment against all Defendants, and negligence per se against the Insurance Defendants.

And Hub International clearly has not provided this information to anyone at the University of South Carolina Procurement office or other state or local procurement agencies.

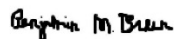
Therefore, we ask that: this USC-RFP-3361-LD not be awarded to HUB International (aka KeenanSuggs) per the guidelines of the RFP, and thus should be **addressed and rectified**.

We ask that the State of SC Procurement office award the contract to our partnership that started this whole dialogue over two years ago (see exhibit 4).

Sincerely,



Richard R. Jones
VP of Sales
The Patterson Insurance Group



Benjamin M. Green
President & CEO
Insurance Advantage

2/15/2019

Chief Procurement Officer
Materials Management Office
1201 Main St
Suite 600
Columbia, SC 29201

Re: Supplemental Addendum to Appeal for Solicitation Number: USC-RFP-3361-LD

To Whom it may concern,

As an addendum to the appeal we currently have filed (please see Exhibit 6), the following additional information is being provided:

- Hub International is a Nonresponsible Offeror, as they have not disclosed the cancellation of their contract prior to **January 2018** with Berkeley County School District in relation to CIVIL ACTION NO. 2:18-cv-00151-DCN and the current civil complaints of "RICO, fraud, negligent misrepresentations, civil conspiracy, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, negligence, conversion, constructive trust, and unjust enrichment against all Defendants, and negligence per se against the Insurance Defendants." (please see Exhibit 5 or visit <https://www.courtlistener.com/docket/6280189/berkeley-county-school-district-v-hub-international-limited/> for complete details of CIVIL ACTION NO. 2:18-cv-00151-DCN).
- Keenan Suggs, as a named awardee to Solicitation Number: USC-RFP-3361-LD, is not capable of receiving this awarded contract. Specifically, they are:
 - o **Non-Existent** - Keenan Suggs no longer exists - Keenan Suggs and all entities doing business as Keenan Suggs ceased to exist on **08/02/2016**. (please see Exhibit 4)
 - o **Non-Licensed** - Keenan Suggs no longer is licensed in the state of South Carolina as of **02/01/2017**. (please see exhibit 3)

We appreciate you adding this additional information to our currently filed protest.

Yours Respectfully,

Benjamin M. Green, IMBA
President & COO
Insurance Advantage

Richard R. Jones
VP of Sales
The Patterson Insurance Group

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised June 2018)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) 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 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 111.1 of the 2018 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. [The Request for Filing Fee Waiver form is attached to this Decision.] If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.