

 THE CITADEL	Solicitation Type	Request for Proposal
	Solicitation Number	RFP 23013-JD
	Date Issued	03/7/2023
	Procurement Officer	James de Luca, CPPO
	Phone	843-953-6861
E-Mail Address	jdeluca@citadel.edu	

DESCRIPTION: The Citadel is seeking a Broker to provide a multi - year term contract to make recommendations for insurance companies who shall provide various insurance requirements for The Citadel, in accordance with the requirements set forth in this RFP, for an initial period of one (1) year with four (4) optional one (1) year extensions.

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO THE BELOW ADDRESS	
MAILING ADDRESS:	PHYSICAL ADDRESS:
The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston, SC 29409	The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston SC 29409

SUBMIT OFFER by: **April 11, 2023 at 2:00 PM** (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) paper copy and One (1) electronic copy on a thumb drive or CD**

QUESTIONS MUST BE RECEIVED BY: **March 24, 2023 at 2:00 PM** (See "Questions from Offerors" provision)

All questions shall be submitted in writing to the email address of the Procurement Officer listed above by the date and time specified and the subject line of the email shall read, RFP 22007-JD Questions"

CONFERENCE TYPE: N/A DATE & TIME: (As appropriate, see "Conferences- Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION:
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AWARD & AMENDMENTS	Award is expected to be posted by April 21, 2023 . The award, this solicitation, any amendments and any related notices will be posted at the following web address: https://scbo.sc.gov/search
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You **MUST** submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provisions.)

NAME OF OFFEROR (Full legal name of business submitting the offer)	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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
PRINTED NAME & TITLE (Name and Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
TAXPAYER IDENTIFICATION NO.	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

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)

ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C) (1) (i) & (ii)) or the Resident Contractor Preference (11-35-1524(C) (1) (iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

In-State Office Address same as Home Office Address

In-State Office Address same as Notice Address (check only one)

Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
- III. Scope of Work/Specifications**
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
 - A. General**
 - B. Special**
- VIII. Bidding Schedule/Cost Proposal**
- IX. Attachments to Solicitation**

I. SCOPE OF SOLICITATION

The Citadel is seeking a Broker to provide a multi - year term contract to make recommendations for insurance companies who shall provide various insurance requirements for The Citadel, in accordance with the requirements set forth in this RFP, for an initial period of one (1) year with four (4) optional one (1) year extensions.

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006): Start Date: October 1, 2023 End date: September 30, 2028. 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." [01-1040-1]

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

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. [11-35-310(4)]

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 clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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.

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or **WE** means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Term Contract,” the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled “Purchase Orders” and “Statewide Term Contract.”

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract. [02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.citadel.edu/root/procurement-vendors/solicitations> (b) Offerors 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.
[02-2A005-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015): The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract. [02-2A030-3]

AUTHORIZED AGENT (FEB 2015): All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004): 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. [02-2A015-1]

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. [02-2A020-1]

BID IN ENGLISH & 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. [02-2A025-1]

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 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. [02-2A032-1]

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 any 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 any public (Federal, state, or local) entity.

(2) "Principals," for the purposes 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 nonresponsible.

(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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>
The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

(FEB 2015): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

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. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015): 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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

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 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 ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer***

discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

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. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is 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. [See R. 19-445.2042(B)] 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. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State 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. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (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 nonresponsive. 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 State 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. [R.19-445.2070 and Section 11-35-1520(13)] (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070]. (e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost 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 State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. (f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann.

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 venturer 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. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government 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 government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/planandprepare/disasters/severe-winter-weather>
[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (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 State may, in its sole discretion, determine it nonresponsive. 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 State 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 State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES

(JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

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. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER (RFP) (MODIFIED): (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) 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.

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MODIFIED): In addition to your original offer, you must submit an electronic copy of your offer on CD, DVD, or USB drive. **Electronic copies CANNOT and WILL NOT be accepted via email.** Submit the number of copies indicated on the cover page. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

MAIL PICKUP (MODIFIED): The Procurement Office receives mail from the on-campus US Postal Service location two (2) times per week (excluding weekends and holidays) and there is no guarantee your offer reaches the Procurement Services Department by the submission deadline if sent via the USPS. See provision entitled Deadline for Submission of Offer.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015): In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (JUN 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us
(b) by facsimile at 803-737-0639 or
(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.
[02-2B122-1]

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

General Information

The Citadel is a non-profit institution of higher education which organized in 1842.

The Citadel is governed by a Board of Visitors. (See IX Attachments to solicitation, pg 31). The members of the Board of Visitors are the directors, or trustees, of The Citadel. The Board of Visitors is responsible for setting policy, approving budgets, searching for and hiring the President of the institution, and approving the appointment of all Vice-Presidents. The Citadel's day-to-day operations are administered by its President, Provost and Dean of the College, Senior Vice President for Operations and Administration, Vice President for Finance, and Business, Commandant (Dean of Student Affairs), Vice President for Facilities

and Engineering, Vice President for External Affairs, and Director of Intercollegiate Athletics. These individuals and additional senior members of the administration comprise serve as the officers of The Citadel and comprise the President's Senior Staff. (See IX Attachments to solicitation, pg. 32).

The Citadel employs approximately 613 employees on a full-time basis. Approximately 417 employees are members of the staff; there are approximately 196 faculty members.

The Citadel is a coeducational, comprehensive, state-assisted, four-year institution whose primary undergraduate student body consists of approximately 2300 members of the Corps of Cadets, all of whom reside on campus. During the Fall of 2022, The Citadel enrolled 2,682 cadets in this adversative, military-style education. Additionally, The Citadel enrolled 1,277 undergraduate and graduate students in its evening, civilian-style program.

Executive Summary

With this RFP, The Citadel is looking for a team of professionals who can find affordable coverage and quality benefits from "A" rated insurers; who can offer specific claims and risk management support and services; who can troubleshoot to keep the programs running smoothly; and who can offer timely and responsive customer service.

1.0 Scope :

The Citadel is seeking a Broker to provide a multi - year term contract to make recommendations for insurance companies who shall provide various insurance products for The Citadel in accordance with the requirements set forth in this RFP, for an initial period of one (1) year with four (4) optional one (1) year extensions. The objective of this RFP is to select an appropriately licensed insurance agent or broker to identify the insurance coverage appropriate for The Citadel, market that coverage to "A" rated insurers, and obtain that coverage. The Citadel is currently considering directors and officers, school leaders, employment practices, cyber security, and travel insurance. The successful candidate will evaluate the needs of The Citadel, will recommend appropriate policies, and will market and obtain the coverage selected and approved for issuing by The Citadel. The successful candidate must have access to all insurers with an A.M. Best rating of A or better who are licensed to do business in the State of South Carolina. The Citadel carries general tort liability coverage through the South Carolina Insurance Reserve Fund and workers compensation insurance through the South Carolina State Accident Fund. Thus, the successful candidate **will not** handle the general liability or workers compensation insurance policy for The Citadel.

2.0 Requirements:

At a minimum, the successful candidate will provide the following services in relation to the specified insurance products at no cost to The Citadel:

1. Provide unbiased information with relation to the most advantageous insurance products from the standpoint of cost, coverage, and service.
2. Assist carriers in the design of policy forms and materials as needed.
3. Assist in the preparation of the materials, specifications, and background data to be included in bid solicitations. Bid solicitations must require that the insurer have an A.M. Best rating of A or better and be licensed to do business in the State of South Carolina.
4. Solicit bids and secure binders for the insurance selected.

5. Periodically review Citadel lines of coverage and make recommendations concerning adequacy of coverage and performance of insurers being used.
6. Periodically review Citadel deductibles, self-insured retentions, and other risk financing mechanisms to insure cost-effectiveness, both in terms of premiums and loss experience.
7. Identify and communicate to The Citadel any new and/or changing risks that may impact The Citadel.
8. Recommend, when appropriate, any changes in coverage, deductible levels, etc.
9. Support the relationship of The Citadel with insurance underwriters, and ensure the delivery of the best service possible from the insurance companies.
10. Assist in the equitable and prompt payment of all insured claims against the insurance company.
11. Provide loss reports upon request.
12. Provide loss control support.
13. Act as a liaison between The Citadel and the insurance carrier(s) as needed.

Proposal pricing must be fixed for the initial contract period, except The Citadel shall be advised of, and receive the benefit of, any price decrease. The successful Contractor must agree to provide written price reduction information within ten (10) days of its effective date.

- 3.0 Please note that this RFP process does not authorize you to obtain quotes for insurance. No candidate is authorized to contact insurance markets on behalf of The Citadel, nor to represent the College in any way. **ANY BROKER OR AGENT WHO ATTEMPTS TO SECURE EXCLUSIVE ARRANGEMENTS WITH ONE OR MORE INSURERS WILL BE DISQUALIFIED.**
- 4.0 All proposals become the property of The Citadel, and the contents of each will be discussed among college faculty and staff. Confidential or proprietary information must be clearly marked as such, and The Citadel agrees to take reasonable steps to protect against unauthorized disclosure and to preserve its confidential nature.
- 5.0 Key Services:

We are looking for a team who will supplement our internal staff and provide proactive insurance advice and expertise and who will bring insight, creativity, and enthusiasm to the relationship. More specifically, The Citadel wants the successful firm to provide a variety of services, in whole or in part, which may include those described below.

Underwriting Assistance and Insurance Procurement

The successful firm must have access to “A” rated insurance markets and be qualified to appropriately bind coverage for the institution directly or through an intermediary. Its team must have the expertise to evaluate The Citadel’s existing coverage, suggest improvements (*e.g.*, enhanced benefits, elimination of duplicate coverage, or closure of gaps in coverage), and recommend new products and services. Its team must be credible to the marketplace and able to negotiate favorable and affordable policy terms. It must verify the accuracy and adequacy of binders, policies, policy endorsements, invoices, and other insurance-related documents. We will look to the successful firm to email certificates of insurance and to instigate a timely renewal.

Claims Services

To date, incidents involving The Citadel have been reported by Citadel personnel and handled

almost entirely in-house. Please describe the type and cost of any claim services offered by your firm.

6.0 The Citadel Expectations:

The Citadel is looking for a team of professionals with the following attributes (listed in order of importance):

- a. Expertise and ability to conduct a thorough initial assessment of risk exposure, continually update risk exposure and offer recommendations on risk mitigation which may include new products and or services.
- b. Ability to identify gaps in current insurance coverage.
- c. Knowledgeable about insurance markets and products.
- d. Able to negotiate favorable and affordable policy terms with “A” rated insurers.
- e. Understands The Citadel's unique educational environment, associated values and their effects on college liability.
- f. Provide support services that add value to The Citadel’s insurance and claim prevention programs.
- g. Able to monitor insurance life cycle and prepare for renewal on a timely basis.
- h. Provide a stable team of professionals who care about accuracy, attention to details, and customer service; and who can meet deadlines and respect the confidentiality of data and information and agree not to remove those team members without first notifying The Citadel.
- i. Able to provide claim assistance/support and be an advocate for The Citadel with insurers when necessary.
- j. Cost of the services. Cost Proposal: Cost will be evaluated based on the price for the total for all years.
- k. Use of appropriate technology for efficient operations and cost-savings.

IV. INFORMATION FOR OFFERORS TO SUBMIT

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. [04-4005-1]

1.0 Each proposal will be evaluated, but The Citadel reserves the right to:

- Reject any and/or all proposals in whole or in part and to withdraw this RFP.
- Reissue another RFP or change requirements.
- Waive informalities or irregularities in any proposal received.
- Negotiate any element of a proposal, or negotiate additional terms or conditions not contained in this RFP, to ensure the best possible consideration of the firm. If a proposal is amended, all amendments will become part of the original proposal and, with the original proposal, will serve as the basis for evaluation.
- Make the award to the insurance broker or agent whose services, in the opinion of the College, are the most responsible, responsive and advantageous to the College.

2.0 Carefully review all elements of this RFP. Proposals that do not adequately address the elements below cannot be appropriately reviewed. That said, the list below is not intended to limit a respondent’s imagination or creativity in preparing a proposal.

3.0 Each written proposal should contain the following:

- a. Description of the firm's history and current organization. If your firm operates from multiple offices, indicate which office would be designated to work with The Citadel. Please note if your firm intends to acquire or merge with another, or to restructure its operations, within the next year. Also note if the firm has an insurance or reinsurance company. If it does, please provide all appropriate market ratings (Best's S&P, other).
- b. Description of the team of people who would be working with The Citadel. For key people and backup personnel, include names, titles, licenses, professional affiliations, pertinent accreditations, and tenure with your firm. Explain why you think these people work well together as a team. Explain why you think this team would work well with the staff at The Citadel.
- c. Description of the firm's commitment to customer service.
- d. Description of the services you anticipate providing to The Citadel and your preferred compensation arrangement for each service. Note whether the firm's compensation schedule is negotiable.
- e. Brief description of your anticipated insurance procurement and claims processes.
- f. Summary of why you think that your firm is the best qualified to represent The Citadel.
- g. Description of the services that you have provided to at least three (3) similar institutions. While we prefer K-12 school, college or university references, we consider municipalities and museums to be comparable organizations. Provide appropriate contact information so that we can check these past or existing clients as references.
- h. List of at least three (3) additional references and appropriate contact information.
- i. Confirmation that your firm has Insurance Agent's Errors & Omissions Coverage (or similar coverage) and a description of any reported claims within the last three (3) years.
- j. Disclosure of any conflicts of interest, real or perceived, that you may have with The Citadel and/or its trustees, faculty, or administration.
- k. Summary of what you believe are the top three trends in this insurance market over the next five years?

4.0 The Citadel wants thoughtful and well-written proposals. Please focus on the quality of your responses rather than the number of pages in the proposal. **You must submit the one Technical and Financial Proposal in printed form sealed in separate envelopes marked as "Technical Proposal" and "Financial Proposal" for RFP23013-JD to the address listed on the cover page.**

After reviewing each written proposal, The Citadel may invite 1-3 qualified firms to campus for an interview and a short oral presentation. During this interview, the firm can expand upon or clarify its written proposal and answer questions.

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED): You shall submit a signed Cover Page and Page Two. **You must upload an image of a signed Cover Page and Page Two in your electronic copy.** Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier’s A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

MINORITY PARTICIPATION (DEC 2015):

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). 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 “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.” [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015): (a) **This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:** (b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

- (1) The insurance provider must be licensed and authorized to conduct business in the State of South Carolina.
- (2) Have an AM Best Financial Rating of A- or better, and a size category of at least 10.

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015): Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the 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 state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006): Award will be made by complete lot(s). [06-6015-1]

AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006): If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015): Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(D)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

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. [06-6065-1]

- a. Expertise and ability to conduct a thorough initial assessment of risk exposure, continually update risk exposure and offer recommendations on risk mitigation which may include new products and or services.
- b. Ability to Identify gaps in current insurance coverage.
- c. Knowledgeable about insurance markets and products.
- d. Able to negotiate favorable and affordable policy terms with “A” rated insurers.
- e. Understands The Citadel’s unique educational environment, associated values and their effects on college liability.
- f. Provides support services that add value to The Citadel’s insurance and claim prevention programs.

- g. Able to monitor insurance life cycle and prepare for renewal on a timely basis.
- h. Provide a stable team of professionals who care about accuracy, attention to details, and customer service; and who can meet deadlines and respect the confidentiality of data and information and agree not to remove those team members without first notifying The Citadel.
- i. Able to provide claim assistance/support and be an advocate for The Citadel with insurers when necessary.
- j. Cost of the services. Cost Proposal: Cost will be evaluated based on the price for the total for all years.
- k. Use of appropriate technology for efficient operations and cost-savings.

In calculating Cost Proposal points, the following formula will be used:

(Lowest cost / lowest cost) X points assigned = cost proposal points awarded

(Lowest cost / 2nd lowest cost) X points assigned = cost proposal points awarded

(Lowest cost / 3rd lowest cost) X points assigned = cost proposal points awarded

Example: (dollar values and points indicated are for illustrative purposes only)

Proposal A - \$2.00 total not to exceed of all years (lowest)

Proposal B - \$2.50 total not to exceed of all years

Proposal C - \$3.00 total not to exceed of all years

Proposal A: (\$2.00 / \$2.00) X 25 points = 25 cost proposal points awarded

Proposal B: (\$2.00 / \$2.50) X 25 points = 20 cost proposal points awarded

Proposal C: (\$2.00 / \$3.00) X 25 points = 16.7 cost proposal points awarded

VII. TERMS AND CONDITIONS

A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015): (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 Using Governmental Unit. This notification shall be furnished within two (2) 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 bankruptcy petition was filed, and a listing of all State 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 State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

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. [07-7A010-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):

- (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) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.
- (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, 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 government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government'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. [07-7A025-1]

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. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 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. [07-7A035-1]

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. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015): Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney’s fees to anyone for any reason. [07-7A045-2]

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 state 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. [07-7A050-1]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, 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 herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on “Page Two.” (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor’s exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the

State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 (“an amount not to exceed fifteen percent each year”), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit 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. [07-7A065-1]

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. [07-7A075-1]

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 State, 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 State. It shall be solely the State’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 State to contractor, contractor shall be liable to the State 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. [07-7A080-1]

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 therefor. 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. [07-7A085-1]

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. [07-7A090-1]

WAIVER (JAN 2006): The State 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 State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015): (a) All government information (as defined in the clause herein entitled “Information Security - Definitions”) shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate. (b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State. (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

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 [State] 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. 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 State 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 State 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.

[07-7B025-1]

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. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015): (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision

applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

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. [07-7B060-1]

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. [07-7B065-1]

DEFAULT – SHORT FORM (FEB 2015): The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015): (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law. (b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle,

compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction. (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. (d) "Indemnatee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INFORMATION SECURITY - DEFINITIONS (FEB 2015) The following definitions are used in those clauses that cross reference this clause. Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract. Data means a subset of information in an electronic format that allows it to be retrieved or transmitted. Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information. Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request. Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract. Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier. Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work. Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

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 Section 11-35-1830. [07-7B160-1]

PRICING DATA – AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer’s request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PURCHASING CARD (JAN 2006): Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer 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. [07-7B205-1]

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015): The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled “Information Security - Definitions”) will be established and maintained in substantial conformity with the information provided in Offeror’s Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information

security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (MODIFIED):

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) 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 (MODIFIED): (a) 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 (1) year unless contractor receives notice that the state 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.

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

VIII. BIDDING SCHEDULE/COST PROPOSAL

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

Bid Schedule

Item	Quantity	Unit Of Measure	Description	SC End Product Preference (check if appropriate)	US End Product Preference (check if appropriate)	Unit Price	Extended Price
1	1	Year	Multi-Term Contract for Insurance Brokerage Services for The Citadel, The Military College of South Carolina in accordance with the requirements set forth in this solicitation, for an initial period of one (1) year with four (4) optional one (1) year extensions.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$

IX. ATTACHMENTS TO SOLICITATION

THE CITADEL BOARD OF VISITORS

<u>NAME</u>	<u>TITLE</u>
Colonel Dylan W. Goff	Chair
Colonel Peter M. McCoy, Sr.	Vice Chair
Colonel Allison Dean Love, CGC	Member
Colonel L.E. "Gene" Pinson	Member
Colonel Stanley L. Myers, Sr.	Member
Colonel John C. Dominick, USAF (Retired)	Member
Colonel James E. Nicholson, Jr.	Member
Colonel F.G. "Greg" Delleney, Jr.	Member
Colonel Robert E. Lyon, Jr.	Member
Colonel William M. (Bill) Connor, V, USA (Retired)	Member
Colonel Triz V. Smith, M.D.	Member

EX OFFICIO, EMERITUS, AND NON-VOTING REPRESENTATIVES

<u>NAME</u>	<u>TITLE</u>
The Honorable Henry McMaster, Governor of South Carolina	Ex Officio
Major General R. Van McCarty, Adjutant General of South Carolina	Ex Officio
The Honorable Ellen Weaver, State Superintendent of Education	Ex Officio
Colonel Leonard C. Fulghum, Jr.	Emeritus Member
Colonel William E. Jenkinson, III	Emeritus Member
Colonel Douglas A. Snyder	Emeritus Member
Dr. Christopher C. Swain, Chairman, The Citadel Foundation	Non-Voting Representative
Tom McAlister, Executive Director, The Citadel Alumni Association	Non-Voting

	Representative
Lt Col William R. Culbreath, President, The Citadel Brigadier Foundation	Non-Voting
	Representative
Lt Col John W. Powell, Jr.	Recording Secretary

THE CITADEL SENIOR STAFF OFFICERS

<u>NAME</u>	<u>TITLE</u>
General Glenn Walters, USMC (Ret)	President
Dr. Sally C. Selden	Provost and Dean of the College
Colonel Cardon Crawford, USA (Ret)ff	Senior Vice President for Operations and Administration
Colonel William “Sonny” Leggett USN (Ret.)	Vice President for Communications and Operations
Mr. Mike Capaccio	Director of Intercollegiate Athletics
Colonel Thomas Gordon, USM (Ret)	Commandant of Cadets
Mr. Charles Cansler	Vice President for Finance and Business
Mr. Jay Dowd	Vice President for Institutional Advancement
Dr. Kevin Bower	Associate Provost for Academic Affairs
Dr. Kelly Brennan	Associate Provost for Planning, Assessment & Evaluation
Andrew B. Williams, PhD.	Dean, School of Engineering
Evan Ortlieb, PhD.	Dean, School of Education
Darin Zimmerman, PhD.	Dean, School of Science and Mathematics
Michael R. Weeks, PhD.	Interim Dean, School of Business Administration
Brian Madison Jones, PhD.	Dean, School of Humanities and Social Sciences
CDR William Lind, USN (Ret.)	Chief of Staff
Colonel Tom Clark, USMC (Ret)	Executive Director of the Krause Center for

Leadership and Ethics

Mrs. Leah Schonfeld

Director of Human Resources

Mr. Mark C. Brandenburg

General Counsel

CLAIMS SUMMARY

No claims have ever been paid against any Directors' and Officers' Liability insurance for The Citadel. A number of claims have been paid against The Citadel's general liability insurance over the last three years. Since August, 2008, The Citadel and individual insureds have been involved in fifty cases. Many of these claims relate to the summer camp which the school operated between 1957 and 2006. The remaining cases are a variety of civil tort and employment matters, a bankruptcy case, and NCAA litigation.

A. Non-camp cases

1. Diane Brown, Individually and as Guardian ad Litem of Shantell Brown, a Minor vs. The South Carolina Department of Education and The Citadel Military College of South Carolina. 2009-CP-10-5551. In June, 2007, Shantell Brown, a minor, attended a summer camp sponsored by the South Carolina Department of Education and The Citadel. The camp occurred at a high school in Charleston County. Brown broke her ankle and suffered other injuries during a "fun day" at Baptist High School. In September, 2009, Diane Brown, Shantell's mother, filed suit against The Citadel and the Department of Education. The South Carolina Insurance Reserve Fund provided The Citadel's defense. The parties conducted discovery and began trial of the case in the spring of 2021. The IRF settled the case during trial for fifty two thousand (\$52,000) dollars.

2. Matthew Megrue and Tony Malatanos v. The Citadel, Ed Conroy, and Andy Fox. 2010-SC-86-1072. In January, 2010, Ed Conroy, basketball coach for The Citadel, contracted with Megrue and Malatanos to provide certain website services for him. Andy Fox, assistant basketball coach, served as Conroy's agent in conducting negotiations and communications with Megrue and Malatanos. In May, 2010, Megrue and Malatanos filed suit in small claims court against The Citadel, Conroy, and Fox, alleging breach of contract, violation of the unfair trade practices act, and quantum meruit. Conroy and Fox subsequently settled with Megrue and Malatanos, and the plaintiffs dismissed the case with prejudice in favor of all three defendants. The Citadel did not contribute to the settlement.

3. Carter v. The Citadel, et al. 11-cv-2236. Coby Carter was a freshman cadet in 2010-2011. During the spring of 2011, Carter faced a disciplinary board for violation of The Citadel's rules against possession of drugs or drug paraphernalia. The Citadel dismissed Carter for the academic year 2011-2012. In August, 2011, Carter filed suit against the school, Lt Gen Rosa, Col Leo Mercado, and Col. Christopher Moore, in District Court, alleging violation of his substantive and procedural due process rights. Carter moved for a preliminary injunction, asking the court to return him to the Corps pending the lawsuit, but the District Court denied his motion. Immediately thereafter, Carter dismissed his lawsuit.

4. Brad Griffin v. The Citadel and Dennis Lane. 11-cv-3539 / 2011-CP-10-8609. Brad Griffin was hired as a tactical officer in 2009. A tactical officer serves as a supervisor, mentor, and teacher to cadets, among other duties. The Citadel fired Griffin for insubordination in the Fall of 2009. In November, 2011, Griffin filed suit against The Citadel and Col. Dennis Lane, his former supervisor. Griffin alleged that The Citadel wrongfully terminated him in violation of his contract and in violation of Title VII. He also alleged The Citadel wrongfully retaliated against him, also in violation of Title VII. Last, he alleged Col. Lane defamed him and intentionally interfered with his contract. The Citadel removed the case to U.S. District Court, where District Court Judge Sol Blatt dismissed the Title VII claims. Judge Blatt remanded the case to state court, where the Circuit Court granted The Citadel's motion for summary judgment on all remaining claims. Griffin failed to appeal either decision, therefore the case has ended.

5. Phillips v. The Citadel. 2011-CP-108975. Tyler Phillips was a freshman cadet during academic year 2009-2010. He withdrew after that year. In December, 2011, he filed suit against The Citadel in state court, alleging assault and breach of contract. He claimed The Citadel failed to prevent an incident involving several of his fellow freshmen in December, 2009. He also alleged The Citadel breached its contract to provide him an education. Phillips failed to formally serve The Citadel with the summons and complaint, therefore the case was dismissed with prejudice in January of 2013.

6. Upton v. The Citadel and Andrew Smith. 2011-CP-10-9329. In late 2011, Randy Upton filed suit against The Citadel and Cadet Andrew Steven Smith in state court on behalf of his daughter Kelsey Upton. Kelsey Upton was the subject of an internet posting by Smith; Smith posted Kelsey's name and phone number on a pornographic website which had a picture of a woman who resembled Upton. Smith was a cadet at the time he posted Upton's name. The Uptons allege negligence, gross negligence, and outrage (intentional infliction of emotional distress) against Smith. They also allege defamation and invasion of privacy against Smith, and they claim The Citadel is liable for both claims under the doctrines of master/servant and respondent superior. The Uptons also bring causes of action for gross negligence against The Citadel. In January, 2014, the South Carolina Circuit Court granted summary judgment in favor of The Citadel. The Uptons filed a motion for reconsideration, but the Circuit Court denied that motion.

7. Willie McDaniel v. The Citadel, Dennis Carpenter, and Juan Santiago. 12-cv-2209. McDaniel filed this case in Federal Court alleging Section 1983 violations by Dennis Carpenter and Juan Santiago, and Title VII violations by The Citadel. McDaniel was employed in The Citadel's HVAC department from October, 2011, until June, 2012, when he was terminated for various reasons. McDaniel claims he suffered racial harassment from co-workers throughout his tenure at The Citadel. He alleges Section 1983 violations by Juan Santiago, who was his supervisor, and Dennis Carpenter, who was the Director of Human Resources during McDaniel's employment and at his termination. McDaniel filed a complaint with the South Carolina Human Affairs Commission and the Equal Employment Opportunity Commission after he filed his complaint in federal court, therefore those agencies dismissed those complaints. The Insurance Reserve Fund defended The Citadel, Santiago, and Carpenter under its policy of insurance with \$1,000,000 limits. The IRF and The Citadel settled the case.

8. *Lashonna Wood v. The Citadel*. 13-cv-2077. Lashonna Wood was hired as a tactical officer in 2009. During academic year 2012-2013, she made internal complaints of racial and sexual discrimination against her by students, co-workers, and supervisors. The Citadel investigated, and it conducted a disciplinary hearing against the cadet identified by Wood. In January, 2013, Wood filed a complaint of racial and sexual harassment with the Equal Employment Opportunity Commission. The Citadel and Wood engaged in EEOC's voluntary mediation program, but were unable to resolve her complaint. Wood's contract of employment expired in June, 2013, and The Citadel offered to renew it, but Wood declined. In July, 2013, Wood filed a complaint in federal court against The Citadel and Cadet Rodney Bostick, alleging racial and sexual harassment in violation of Title VII, civil rights violations pursuant to Section 1983, violation of Title IX, and breach of contract against The Citadel. She has sued Bostick for defamation. The Insurance Reserve Fund defended The Citadel in this case. It settled in April, 2015. The IRF paid seventy-thousand (\$70,000) dollars; The Citadel contributed five-thousand (\$5,000) dollars in back wages.

9. *Ashley Wellman v. The Citadel*. 201-CP-10-4041. As noted above, Dr. Ashley Wellman was an Assistant Professor at The Citadel from 2011 until 2013. In June of 2013, she resigned from The Citadel, alleging she had been harassed and defamed by other members of the Department of Criminal Justice. In July, 2013, she filed suit against the school in state court, alleging negligent supervision of the professors in that department. She also alleged defamation by two members of the Department. The Insurance Reserve Fund defended The Citadel. The IRF and The Citadel subsequently settled with Dr. Wellman for a total of seventy-thousand (\$70,000) dollars.

10. *Hehn v. The Citadel*. 2013-CP-10-5354. On October 29, 2011, Mr. Hehn was hit by a sign while watching a football game at The Citadel's Johnson Hagood Stadium. Mr Hehn reported the claim immediately to The Citadel, and the Insurance Reserve Fund attempted to settle with Mr. Hehn, but ended negotiations when he claimed a head injury. In September, 2013, Mr. Hehn filed suit in state court against The Citadel and various parties involved in the construction of the stadium. The IRF provided the school a defense. The IRF settled the case in January, 2015, for ten thousand (\$10,000) dollars.

11. *Dorsey v. The Citadel*. Brian Dorsey graduated from The Citadel in 1997. He financed his education, in part, with a Perkins Loan from The Citadel. After graduation, Dorsey attended medical school, but he has been unable to obtain a license to practice medicine. As a result, he has been unable to repay his Perkins loan. In March, 2013, Dorsey filed an action in bankruptcy court in Jacksonville, Florida, seeking to have his debt to The Citadel discharged. The Citadel successfully contested that request.

12. *Sackos v. NCAA*. The Citadel, et al. Samantha Sackos was a soccer player for the women's soccer team at the University of Houston. In October, 2014, she filed suit against the NCAA and all Division I colleges claiming that athletes are "employees" entitled to the federal minimum wage. She seeks certification of the case as a "collective" action, ie the Fair Labor Standards Act equivalent of a class action lawsuit. The NCAA retained counsel to defend the case on its behalf, and on behalf of any member institutions who elected to take advantage of that representation. The Citadel retained private counsel who filed a motion to dismiss based on 11th

Amendment immunity. The plaintiff subsequently dismissed all public colleges and universities, including The Citadel.

13. *Augenstein v. The Citadel, Camp Invention, and Glenda LaRue*. 2015-CP-10-657. In 2013, Camp Invention conducted a week-long summer camp at The Citadel. Oscar Augenstein attended the camp. During a recess period, he was severely injured while playing “tag.” He suffered significant permanent injuries. Camp Invention’s insurance carrier, Great American, provided defenses for The Citadel, Camp Invention, and Glenda LaRue, the coordinator of the camp for The Citadel. In December, 2015, Great American settled all claims for five-hundred seventy-five thousand (\$575,000) dollars.

14. *Rutherford v. The Citadel, Austin Lancaster, Landon Holley, Matthew Kriel*. 2015-CP-10-2672. Zachary Rutherford was a freshman at The Citadel during academic year 2013-2014. Austin Lancaster, Landon Holley and Matthew Kriel were upperclassmen. Lancaster and Kriel snapped an elastic belt against Rutherford’s testicles, among other actions. Holley did not actively participate in the physical contact, but he was in the room. Rutherford was hospitalized as a result of the incident. Lancaster resigned immediately after the incident was revealed; Kriel and Holley faced disciplinary action, which concluded they committed the disciplinary violation of hazing. The Citadel expelled Kriel permanently and dismissed Holley for two semesters. Holley returned to The Citadel in January, 2015. Rutherford subsequently sued all three individual defendants, alleging assault. He sued The Citadel for negligent supervision. The IRF provided The Citadel’s defense in this matter and settled the case in May, 2016, for fifty-five thousand (\$55,000) dollars.

15. *Pike v. The Citadel and The City Paper*. 2016-CP-10-1493. Elizabeth Pike was a dancer at the City Paper’s “Best of Charleston” party, hosted by the City Paper at The Citadel’s football stadium on March 26, 2016. In March, 2016, she alleged she slipped and fell while approaching the stage in the Club Level to perform. She sued The Citadel and the City Paper alleging negligence in maintaining the Club Level. The City Paper settled the case in August, 2016, obtaining a full and final release for both the Paper and The Citadel. The school did not contribute to the settlement.

16. *Kniffin v. The Citadel, Lt Gen Rosa, CAPT Eugene Paluso, et al.* 2016-CP-10-1774. The Citadel dismissed Kniffin at the end of the spring, 2015, semester, for hazing. On April 8, 2016, he filed suit against the school, its President, Lt Gen Rosa, its Commandant, CAPT Eugene Paluso, and other officials involved in the disciplinary system. He alleged causes of action for violation of substantive and procedural due process, violation of similar provisions of the South Carolina Constitution, breach of contract, negligence and gross negligence, conspiracy, outrage and intentional infliction of emotional distress (which are the same cause of action in South Carolina), and negligent hiring / supervision / retention of Lt Gen Rosa, CAPT Paluso, and Lt Col Sberna. The IRF provided The Citadel’s and the individual defendants’ defense in this matter. It recently settled the case for fifteen-thousand (\$15,000) dollars.

17. *Brummitt v. The Citadel, et al.* 2016-CP-10-2238. The Citadel suspended Cadet Brummitt during the Spring, 2015, semester, for hazing. On April 29, 2016, he filed suit against the school, its President, Lt Gen Rosa, its Commandant, CAPT Eugene Paluso, and other officials involved in the disciplinary system. He alleged causes of action for violation of substantive and procedural

due process, violation of similar provisions of the South Carolina Constitution, breach of contract, negligence and gross negligence, conspiracy, outrage and intentional infliction of emotional distress (which are the same cause of action in South Carolina), and negligent hiring / supervision / retention of Lt Gen Rosa, CAPT Paluso, and Lt Col Sberna. The IRF provided The Citadel's and the individual defendants' defense in this matter. It recently settled the case for fifteen-thousand (\$15,000) dollars.

18. Lennon v. The Citadel. 2019-CP-10-4796. Ryan Lennon was a cadet at The Citadel from August, 2015 to May, 2019. In the Fall of 2018, Lennon visited the school's on-campus infirmary on at least two occasions. He now alleges that the infirmary failed to diagnose a fractured bone in his wrist in September, 2018, and that it subsequently failed to diagnose appendicitis in October, 2018. Lennon underwent an appendectomy in Charleston in October, 2018, and subsequently graduated from The Citadel. After conducting discovery during the fall of 2021 and the spring of 2022, the Insurance Reserve Fund elected to settle this case for three hundred thousand (\$300,000) dollars. Thus, this case is ended.

19. Imhoff v. The Citadel, et al. 16-CV-2870. The Citadel suspended Cadet Imhoff during the Spring, 2016, semester for hazing. In early August, he filed suit against the school, its President, Lt Gen Rosa, its Commandant, CAPT Eugene Paluso, and other officials involved in the disciplinary system. He alleged causes of action for violation of substantive and procedural due process, and he asked the U.S. District Court to grant a preliminary injunction against The Citadel requiring it to allow him to return to class during the pendency of his lawsuit. The District Court held a hearing on Imhoff's motion and summarily denied his request. Imhoff immediately dismissed his claims with prejudice.

20. Doe / Jackson v. The Citadel and Ken Boes. 19-CV-2357 / 20-CV-758 / 2020-CP-10-259. On August 21, 2019, John Doe, who was a cadet at The Citadel from August, 2015, until May, 2018, filed suit against the school and LTC Ken Boes, USAR, alleging that Boes began plying him with alcohol and drugs in August, 2017, and continued to do so throughout the 2017-2018 academic year. After the District Court ordered Doe to file suit in his own name, he dismissed his initial case and filed suit as Bruce Jackson in both state and federal court. Jackson alleged Boes sexually abused him repeatedly during that time period. He alleged causes of action against The Citadel for negligence / gross negligence in failing to protect him from Boes's action, and also for negligence / gross negligence in hiring, retaining and supervising Boes. He also alleged The Citadel violated Title IX by failing to have processes and procedures in place to prevent harassment and abuse. He further alleged causes of action against Boes and The Citadel for reckless infliction of emotional distress, intentional infliction of emotional distress, invasion of privacy, assault, battery, false imprisonment and sexual harassment. The IRF provided The Citadel's and the individual defendants' defense in this matter. It settled the case in the Fall of 2021 for two-hundred seventy five thousand (\$275,000) dollars.

21. Patricia Rose v. The Citadel. 2020-CP-10-1635. In March, 2020, Rose sued the school in a slip and fall case which arose from her attendance at graduation in 2018. The South Carolina Insurance Reserve Fund provided The Citadel's defense. It settled the case in July, 2022, for thirty-five thousand (\$35,000) dollars.

22. Gavin Williams vs The Citadel, Lt Gen Rosa, CAPT Paluso, Col O’Leary and Lt Col Sberna. 20-CV-1282. The Citadel expelled Gavin Williams in April, 2018, for committing the disciplinary violation of sexual assault. In April, 2020, Williams filed suit against the school, Lt Gen Rosa, CAPT Paluso, Col O’Leary and Lt Col Sberna, alleging The Citadel and the individual defendants violated his due process rights. The South Carolina Insurance Reserve Fund provided The Citadel’s and the individual defendants’ defense. The IRF settled the case in 2022 for fifty-thousand (\$50,000) dollars.

23. Keegan Williams vs. The Citadel and Bobby Ruff. 2021-CP-10-3013. In July, 2020, Williams sued The Citadel and Assistant Football Coach Bobby Ruff claiming that Ruff defamed him during his brief recruitment by The Citadel during the Fall of 2019. Williams was a high school senior during academic year 2019-2020. He alleged Ruff, and potentially other Citadel employees, made statements which caused other schools not to recruit him. The South Carolina Insurance Reserve Fund provided The Citadel’s defense. After conducting brief discovery, Williams dismissed his claims against The Citadel and Ruff. He subsequently brought claims against the Charleston County School District and one of its employees. He eventually dismissed those claims as well. Thereafter, he filed suit against Dorchester District Two School District and one of its employees, but on the eve of trial, lost the case on summary judgment.

24. John Doe v. The Citadel, Walters, Mercado, Shealy. 21-CV-4198. On December 30, 2021, John Doe filed suit in federal court against The Citadel, General Glenn M. Walters, USMC (Ret.), Valerie Mercado, and Janet Shealy, alleging the school violated Title IX in dismissing him for a year and that the individual defendants violated his due process rights. This case arises from a series of events that occurred when Doe was a junior cadet during the 2019-2020 academic year. The school concluded Doe committed one act of sexual assault against a female cadet, but it concluded he did not commit several other disciplinary violations of which he had been accused. The school denied Doe’s subsequent appeal, as well as numerous requests from the NAACP and certain community leaders to amend its decision.

Importantly, Doe did not ask for damages against the individual defendants, and instead, only asked for injunctive relief revising his academic record and preventing them from taking similar actions in the future. He did, however, ask for monetary damages from the school as a result of the Title IX claims. The Insurance Reserve Fund is providing all defendants with a defense in this matter, and though the Tort Claims Act does not apply, The Citadel does not believe the case represents a threat to its finances. Indeed, on July 18, 2022, the District Court granted the Defendants’ motion to dismiss the case *in toto*. Doe timely filed a Notice of Appeal to the United States Court of Appeals for the Fourth Circuit.

B. “Summer Camp” Cases

From 1957 until 2006, The Citadel operated a summer camp for children between ten and fifteen years old. Between 1997 and 2001, Michael Arpaio, a 1997 graduate of The Citadel, served in various positions as counselor at the camp. During the summers of 2000, 2001, and 2002, Louis “Skip” ReVille served as a counselor. In 2001, a camper accused Arpaio of sexually assaulting him during the camp. Those accusations ultimately led to Arpaio’s court-martial. Five former campers subsequently filed suit alleging Arpaio had assaulted them while at the camp. The Citadel and its general liability insurer, the Insurance Reserve Fund, settled those claims in 2006 for \$3.85

million. The Insurance Reserve Fund paid approximately \$3.3 million to settle those cases; The Citadel also contributed \$500,000 to settle the cases.

In 2007, a camper from 2002 reported that ReVile had allegedly engaged in sexual misconduct with him during 2002. The former camper alleged ReVile had engaged in similar conduct with other campers during 2001. The Citadel, through its General Counsel, Mark Brandenburg, investigated the allegations but found no corroboration. The Citadel did not report the allegations to law enforcement. In 2011, ReVile was arrested for sexually abusing numerous boys in the Charleston area. In 2012, he was sentenced to fifty (50) years imprisonment.

1. John Doe v The Citadel and Michael Arpaio. 2011-CP-10-8609: John Doe was a camper at The Citadel Summer Camp during the summer of 2000. Doe alleged that Citadel graduate and former counselor Michael Arpaio sexually assaulted him while at the Camp. He claimed The Citadel was negligent in hiring, training, and or supervision of Arpaio. Plaintiff's first complaint was filed in South Carolina Circuit Court in December of 2011, naming The Citadel and Arpaio as defendants. As such, the South Carolina Tort Claims Act, S.C. Code Sec. 15-78-10, et, seq. limited the liability of The Citadel to \$300,000 per person / \$600,000 aggregate, per occurrence of gross negligence. Doe subsequently filed a complaint in U.S. District Court, alleging violations of 28 USC Section 1983 by Arpaio, Col John G. Lackey, Maj. William Bates and Jenni Garrott (see #3, below) The South Carolina Insurance Reserve Fund, The Citadel's general liability insurer, undertook the defense of these claims. In June, 2014, the IRF settled them for \$525,000.

2. "James Doe" v. The Citadel , Michael Arpaio, Col John G. Lackey, Maj. William Bates, Jenni Garrott and Robert Lyon. 13-CV-3446. James Doe is the brother of John Doe, above. James Doe also claimed he was assaulted by Arpaio during the summer of 2000. In December, 2013, James Doe filed a lawsuit in federal court against The Citadel, Arpaio, and several current or former employees. Col Lackey was the supervisor of The Citadel Summer Camp in the 1990's and 2000's. Maj. Bill Bates and Jenni Garrott were the Director and Deputy Director, respectively. Doe brought tort-based claims for negligent hiring and negligent supervision against The Citadel, and Section 1983 actions against Arpaio, Lackey, Bates, and Garrott for civil rights violations related to Arpaio's alleged assaults and the remaining defendants failure to prevent or report those incidents. The IRF undertook defense of The Citadel and all defendant except Arpaio in this matter, under its policy with limits of \$1,000,000. The Fund settled James Doe's claims in June, 2014, for a total of \$525,000.

3. "John Doe" v. The Citadel , Michael Arpaio, Col John G. Lackey, Maj. William Bates, Jenni Garrott and Robert Lyon. 14-CV-1948. This John Doe is also the plaintiff in #1, above. He filed this "companion case" in federal court in the spring of 2014. As noted above, the IRF undertook the defense of all defendants except Arpaio, and settled this case and the case identified in #1, above, for a total of \$525,000.

4. Mother Doe A on behalf of John Doe v. The Citadel. 2011-CP-10-9200. This Mother Doe filed suit against The Citadel in late 2011 in state court, alleging her son was sexually assaulted by 2002 Citadel graduate Louis N. "Skip" Reville sometime after April, 2007. As explained above, ReVile served as a counselor at The Citadel Summer Camp between 2001 and 2003. In April, 2007, a former camper alleged to The Citadel that Reville had committed inappropriate acts of a

sexual nature with him during the camp in 2002. Doe alleged gross negligence by The Citadel for failing to report ReVille to the police or to subsequent employers after receiving that report in 2007. After jury selection was completed in January, 2015, the Circuit Court granted summary judgment to The Citadel. Mother Doe A appealed to the South Carolina Court of Appeals, which affirmed the Circuit Court. Mother Doe A petitioned the South Carolina Supreme Court for a writ of certiorari to the Court of Appeals, but the Supreme Court denied the writ. Thus, this case is ended.

5. John Doe Camper v. The Citadel. 2012-CP-10-1860. This state court case was filed by the former camper described in 4, above. Plaintiff John Doe Camper alleges gross negligence against The Citadel for negligent hiring and supervision of ReVille during the summer camp in 2002. As with the John Doe case in 1, above, the Tort Claims Act applies to this action, and the IRF provided the school's defense. In December, 2016, the IRF settled this case on behalf of The Citadel for two-hundred seventy-five thousand (\$275,000) dollars.

6. John Doe Camper v. Skip Reville and Maj. William Bates. 12-CV-793. This is a Section 1983 action in federal court filed by the former camper described in 3, above, against ReVille and Major William Bates. The camper alleges ReVille violated his right to bodily integrity, in violation of the 14th Amendment. The Insurance Reserve Fund (IRF) did not provide coverage to Reville, and he did not file an answer in response to the Complaint. The IRF did provide coverage and a defense to Maj Bates, who was the camp supervisor at the time of the alleged incidents. The plaintiff dismissed Bates from the case and subsequently obtained an entry of default against ReVille. He subsequently dismissed the lawsuit without prejudice against ReVille. He failed to reinstate the case against ReVille or Bates, therefore this case is ended.

7. John Doe #2 v. The Citadel. 2012-CP-10-1858. This case was filed in state court in April, 2012, by a former Charleston area resident who alleges ReVille sexually assaulted him after April, 2007. He brought causes of action for gross negligence, among others, for The Citadel's failure to report Reville to the police at that time. In June, 2015, the Circuit Court granted summary judgment in favor of The Citadel and against John Doe, concluding the school had no duty to Doe 2. The plaintiff appealed to the South Carolina Court of Appeals, which affirmed the Circuit Court. John Doe 2 petitioned the South Carolina Supreme Court for a writ of certiorari to the Court of Appeals, but the Supreme Court denied the writ. Thus, this case is ended.

8. John Doe #2 v. John Rosa. 12-CV-794. John Doe #2, identified in 7, above, filed this case against Lt. Gen. John Rosa, USAF (Ret.), President of The Citadel, in federal court, in April, 2012. Doe alleged conspiracy and supervisory liability pursuant to 42 USC 1983. The District Court dismissed the supervisory liability and state law conspiracy claim, but denied Rosa's motion to dismiss the Section 1983 conspiracy claim. After discovery, Rosa moved for summary judgment, claiming qualified immunity and various defenses. The District Court granted Rosa summary judgment, and Plaintiff appealed. In July, 2015, the Fourth Circuit Court of Appeals affirmed the District Court's decision. John Doe #2 subsequently petitioned for a writ of certiorari to the U.S. Supreme Court, but that Court denied his petition in January, 2016. Thus, this case has ended.

9. Mother Doe on behalf of John Doe #3 v. The Citadel. 2012-CP-10-1859. This state court case was filed on behalf of the younger brother of John Doe #2, identified in 7 and 8, above. The

case is essentially identical to John Doe #2's case in 7. The IRF defended the case, and as with the other state court cases described above, the Tort Claims Act applies to this action. The Circuit Court stayed this case pending the Supreme Court's decisions in *Mother Doe A v. The Citadel* and *John Doe 2 v. The Citadel*. Following the appellate courts' decisions in those cases, The Citadel moved for summary judgment, and the Circuit Court granted the school's motion. Thus, this case is ended.

10. *Mother Doe on behalf of John Doe #3 v. John Rosa*. 12-CV-795. This case is the federal court case filed by the Mother of John Doe #3, brother to John Doe #2 identified in 7 and 8. This case is essentially identical to John Doe #2's federal court case, described in #8. The District Court dismissed it with John Doe #2's case, and the Fourth Circuit affirmed that decision. The Supreme Court denied Mother Doe's petition for certiorari in January, 2016, therefore this case has ended.

11. *John Doe #2 v. Mark Brandenburg*. 13-CV-934. John Doe #2, identified in 7, above, filed this case in federal court against Mark Brandenburg, The Citadel's General Counsel, in April, 2013. As noted above, Brandenburg spoke with John Doe Camper in August, 2007, and conducted the investigation into his allegations on behalf of The Citadel. Neither Brandenburg nor any other employee of The Citadel reported Camper Doe's allegations to law enforcement. Thus, in this federal action, Doe #2 alleged conspiracy in violation of Section 1983 and conspiracy in violation of South Carolina common law. The Insurance Reserve Fund defended Brandenburg in this matter, under its policy with limits of \$1,000,000. In December, 2013, the District Court granted Mr. Brandenburg's motion to dismiss. John Doe #2 did not appeal that decision, therefore this case has ended.

12. *John Roe on behalf of John Doe v. The Citadel*. 2013-CP-10-4770. On August 13, 2013, John Roe filed suit in state court against The Citadel on behalf of his son. Roe alleged his son was assaulted by ReVille after April 2007, when the summer camper complained to The Citadel about ReVille's actions in 2007. Roe alleged ReVille pled guilty to assaulting John Doe. Roe brought causes of action for failure to warn, gross negligence, and loss of services. The IRF provided The Citadel's defense in this matter, and the Tort Claims Act applies to this case. The Circuit Court stayed this case pending the Supreme Court's decisions in *Mother Doe A v. The Citadel* and *John Doe 2 v. The Citadel*. Following the appellate courts' decisions in those cases, The Citadel moved for summary judgment, and the Plaintiff dismissed his case. Thus, this case is ended.

13. *Camper Doe #6 v. The Citadel*. 2013-CP-10-5247. Camper Doe #6 alleged he attended The Citadel Summer Camp and was assaulted by ReVille. He further alleges that, in 2005, when he was employed as a junior counselor at the camp, he attempted to report ReVille's actions to Citadel camp authorities. Doe #6 claims that instead of reporting those allegations to law enforcement, camp authorities fired him as a counselor. The Citadel denied these allegations, and the Insurance Reserve Fund undertook the school's defense. This case was consolidated with the other state court "ReVille-related" cases described above. This case was scheduled for trial in December, 2016, but on November 18, 2016, the Insurance Reserve Fund settled it for \$290,000.

14. *Father John Doe 201 and Mother Jane Doe 201 v. The Citadel, Lt Gen Rosa and Mark Brandenburg*. 2013-CP-10-6330 / 14-CV-775. Father and Mother Jane Doe 201 are parents of a

minor who was allegedly abused by ReVille sometime after 2007. They allege The Citadel, Rosa and Brandenburg were negligent, grossly negligent, and conspired to allow ReVille to abuse their child. Father John Doe and Mother Jane Doe filed their complaint in October, 2013, but did not serve it until February, 2014. The defendants removed the case to U.S. District Court, and the District Court dismissed the Section 1983 claims. The District Court remanded the negligence claims against The Citadel to state court. After the Circuit Court granted The Citadel summary judgment in Mother Doe A, above, the plaintiffs agreed to submit an appeal in this matter with that case. Following the appellate courts' decisions in those cases, The Citadel moved for summary judgment. In September, 2021, the parties dismissed this case. Thus, this case is ended.

15. John Doe A. v. The Citadel. 2014-CP-10-1476. In March, 2014, John Doe A filed suit in state court against The Citadel alleging he was assaulted by ReVille after April, 2007. John Doe A is the son of Mother Doe A, described above. The IRF is providing The Citadel with a defense in this matter. The Circuit Court stayed this case pending the Supreme Court's decisions in Mother Doe A v. The Citadel and John Doe 2 v. The Citadel. Following the appellate courts' decisions in those cases, The Citadel moved for summary judgment, but the Circuit Court denied the school's motion. Thus, this case is pending.

16. John Doe A. v. Lt Gen John Rosa, Col. Joe Trez, Mark Brandenburg, and Jenni Garrott. 14-CV-710. In March, 2014, John Doe A filed suit in federal court against Rosa, Brandenburg, Col Joe Trez and Jenni Garrott in connection with ReViille's actions after 2007. Col Trez was Lt Gen Rosa's executive assistant in 2007; Ms. Garrott was the Director of The Citadel Summer Camp. Doe A alleges these defendants violated his civil rights by failing to report ReVille to police while he was employed at the camp or after the report made to The Citadel in 2007. In February, 2016, the District Court granted summary judgment to all defendants. John Doe A appealed, but in November, 2016, the Fourth Circuit affirmed the District Court's decision. John Doe A failed to petition the Supreme Court for a writ of certiorari therefore this case has ended.

17. John Doe #4. v. The Citadel. 2014-CP-10-6995. In November, 2014, John Doe 4 filed suit in state court against The Citadel alleging he was assaulted by ReVille after April, 2007. The IRF is providing The Citadel with a defense in this matter. The Circuit Court stayed this case pending the Supreme Court's decisions in Mother Doe A v. The Citadel and John Doe 2 v. The Citadel. Following the appellate courts' decisions in those cases, The Citadel moved for summary judgment, but the Circuit Court denied the school's motion. Thus, this case is pending.

18. John Doe 4. v. Lt Gen John Rosa, Col. Joe Trez, Mark Brandenburg, and Jenni Garrott. 14-CV-4396. Contemporaneous with the complaint filed in state court in 17, John Doe 4 filed suit in federal court against Rosa, Brandenburg, Col Joe Trez and Jenni Garrott in connection with ReViille's actions after 2007. The District Court combined this case with John Doe A's case, #16 – above, and granted the defendants summary judgment in February, 2016. In November, 2016, the Fourth Circuit affirmed the District Court's decision. John Doe 4 failed to petition the Supreme Court for a writ of certiorari, therefore this case has ended.

19. John Doe B v. The Citadel. 2015-CP-10-4511. In August, 2015, John Doe B filed suit in state court against The Citadel alleging he was assaulted by ReVille after April, 2007. The IRF is providing The Citadel with a defense in this matter. The Circuit Court stayed this case pending

the Supreme Court's decisions in *Mother Doe A v. The Citadel* and *John Doe 2 v. The Citadel*. Following the appellate courts' decisions in those cases, The Citadel moved for summary judgment, but the Circuit Court denied the school's motion. Thus, this case is pending.

20. *John Doe B. v. Rosa, Brandenburg, Trez and Garrott*. 15-CV-3136. This federal court case, filed in August, 2015, is essentially identical to the federal court cases filed by John Doe A and John Doe 4, described above. In late 2015, the District Court stayed all proceedings in this case pending its decision in *John Doe A* and *John Doe 4*. After the District Court granted the defendants summary judgment in those cases, it indicated it would dismiss John Doe B's claim if the 4th Circuit affirmed those decisions. Because the 4th Circuit affirmed those cases and the plaintiffs failed to petition the Supreme Court, this case has ended.

21. *John Doe 201 v The Citadel, Rosa, Brandenburg, Trez and Garrott* . 15-CV-4119. This federal court case, filed in October, 2015, is essentially identical to the federal court cases filed by John Doe A and John Doe 4, described above. As in *John Doe B*, the District Court stayed this case pending resolution of its decision in *John Doe A* and *John Doe 4*. It subsequently remanded the case to state court, but the plaintiff failed to perfect and prosecute the case, therefore this case is ended.

22. *John Doe C v. The Citadel*. 2016-CP-10-1415. In April, 2016, John Doe C filed suit in state court against The Citadel alleging he was assaulted by ReVille after April, 2007. The IRF is providing The Citadel with a defense in this matter. The Circuit Court stayed this case pending the Supreme Court's decisions in *Mother Doe A v. The Citadel* and *John Doe 2 v. The Citadel*. Following the appellate courts' decisions in those cases, The Citadel moved for summary judgment, but the Circuit Court denied the school's motion. Thus, this case is pending.

23. *John Doe C v. Rosa, Brandenburg, Trez and Garrott*. 16-CV-1047. This federal court case, filed in April, 2017, is essentially identical to the federal court cases filed by John Doe A and John Doe 4, described above. As in *John Doe B*, the District Court stayed this case pending resolution of its decision in *John Doe A* and *John Doe 4*. It has since dismissed this case with finality.

24. *John Doe D v. The Citadel*. 2016-CP-10-1416. In April, 2016, John Doe C filed suit in state court against The Citadel alleging he was assaulted by ReVille after April, 2007. The Circuit Court stayed this case pending the Supreme Court's decisions in *Mother Doe A v. The Citadel* and *John Doe 2 v. The Citadel*. The IRF is providing The Citadel with a defense in this matter. Following the appellate courts' decisions in those cases, The Citadel moved for summary judgment, but the Circuit Court denied the school's motion. Thus, this case is pending.

25. *John Doe D v. Rosa, Brandenburg, Trez and Garrott*. 16-CV-1048. This federal court case, filed in April, 2017, is essentially identical to the federal court cases filed by John Doe A and John Doe 4, described above. As in *John Doe B*, the District Court stayed this case pending resolution of its decision in *John Doe A* and *John Doe 4*. It has since dismissed this case with finality.

26. *Doe v. The Citadel and Marlin Pryor*. 2016-CP-10-3320. This John Doe attended The Citadel Summer Camp from 1982 until 1986. In 2011, he contacted alleged The Citadel through

counsel and alleged that Marlin Pryor, a student at The Citadel and an employee of the Camp, sexually assaulted him at The Citadel Summer Camp in 1986. The Citadel immediately notified the Ninth Circuit Solicitor's Office, and the South Carolina Law Enforcement Division investigated the claim. In March, 2016, Pryor pled guilty to "assault and battery of a high and aggravated nature" in connection with Doe's allegations. Pryor received probation, at Doe's request. On June 24, 2016, attorneys for Doe filed suit against the school and Pryor, alleging conspiracy and outrage against the school. The IRF denied coverage on this matter, therefore The Citadel is paying for its defense directly. The Citadel filed an answer and answered initial discovery from the plaintiff. On March 22, the Circuit Court granted The Citadel summary judgment. Doe failed to appeal, therefore this case is ended.

The following documents are attached to this solicitation:

**APPENDIX A: NONRESIDENT TAXPAYER REGISTRATION INFORMATION AND
AFFIDAVIT INCOME TAX WITHHOLDING**

APPENDIX B: OFFEROR'S CHECKLIST

APPENDIX A

Instructions for Non-Resident Taxpayer Registration

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

SC FORM I-312

Access the form via the link below:

[NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT I-312](#)

INFORMATION NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresidents Must Complete and Return Form with Offer

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue (SCDOR).

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the SCDOR.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.

However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

APPENDIX B

Offeror's Checklist

OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

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

- 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 STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE PROPOSAL 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 INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

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.

THIS IS THE END OF THIS DOCUMENT