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Protest Decision

Matter of: Chef's Depot DBA Culinary Depot, Inc.
File No.: 2026-134
Posting Date: August 13, 2026
Contracting Entity: State Fiscal Accountability Authority
Solicitation No.: 5400029211
Description: State Term Contract for Appliances and Kitchen Equipment

DIGEST

The Chief Procurement Officer (CPO) denies the protest of Chef's Depot DBA Culinary Depot, Inc. The protest document is attached as Exhibit A.

AUTHORITY

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

BACKGROUND

On December 29, 2025, the State Fiscal Accountability Authority (SFAA) issued Solicitation Number 5400029211 requesting offers to participate in a Reverse Online Auction to provide appliances and kitchen equipment as a State Term Contract. SFAA issued the following amendments to the solicitation:

Amendment #1 issued 1/26/26 – a complete, revised solicitation and included answers to vendor questions.

Amendment #2 issued 2/5/26 – extended the bid submission deadline to allow time to answer additional questions.

Amendment #3 issued 2/10/26 – republished Amendment 1 with revised submission deadlines and reverse auction dates [Exhibit B]

Amendment #4 issued 2/19/26 – provided non-material revisions to Attachment A to the solicitation.

By the deadline for receipt of initial offers, SFAA received seven offers, including one from Chef's Depot DBA Culinary Depot (Culinary Depot) and one from Singer T & L (Singer). On March 20, 2026, SFAA posted a notice of intent to award contracts to Singer and Sam Tell & Son, Inc. [Exhibit C] On March 26, Culinary Depot filed their intent to protest. Culinary Depot submitted their formal protest of March 31.

DISCUSSION

Culinary Depot raises five protest grounds. First, Culinary Depot argues that Singer is non-responsive for offering a discount of 50.1% on products manufactured by Hatco Corporation. Culinary Depot argues that Hatco prohibits its dealers from selling its products at a price less than 45% off published listed prices. Amendment 3 of the Solicitation provided as follows:

The State has a market basket for each lot commercial equipment, and small ware kitchen equipment which will require a percentage discount off the catalog List. You will also be required to offer a percentage discount of the remaining manufacturer's catalog, which will be part of the evaluation. The discount shall remain the same throughout the term of the contract, including any renewal options. To offer a catalog percentage discount, the offeror must be able to offer the percentage discount according to South Carolina Procurement Code §11-35-1410(4).

The solicitation calculated the low bid as follows:

The low bid will be calculated per Lot. Responsive and responsible offerors may participate in the online reverse auction held on the basis of percent discount off

catalog for market basket items, and a percentage discount of non-market basket (remaining manufacturer's catalog) item. After the online reverse auction is held, the bid with the greatest percentage Discount, as reflected in the Attachment A Bidding Schedule submitted after the online reverse auction, will be considered the low bid for that Lot.

As an initial matter, this is not an issue of responsiveness. Singer has not taken any exception to the solicitation and has agreed to perform according to its terms. While issues could arise in contract performance if Singer is unable to offer the discounts it has promised, Singer attached a letter from Hatco confirming that it has authorized Singer to sell its products under this contract at a 50.1% discount. (Exhibit D, Singer Response, Ex. 1). This protest ground is denied.

Second, Culinary Depot alleges that Singer's pricing failed to comply with the solicitation's requirement that the pricing must be based off the "established catalog price" as defined by § 11-35-1410(4). An "established catalog price" is regularly maintained price that is either published or available for inspection by customers and generally made available to the buying public. Singer's discount is a discount off Hatco's established catalog price. While Culinary Depot takes issue with the 50.1% discount offered, this discount is still being applied to an established catalog price. This protest ground is denied.

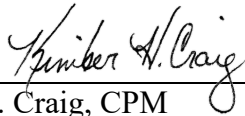
Third, Culinary Depot alleges that Singer's bid "exhibits materially unbalanced pricing" and suggests there are "serious concerns that Singer's pricing is unbalanced." A protest must set "forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided." S.C. Code Ann. § 11-35-4210(2). While a protest is not judged by highly technical or formal standards, *Protest of Oakland Janitorial Serv.*, Panel Case No. 1988-13, the specifics of the errors must be alleged. *Appeal by DPConsultants, Inc.*, Panel Case No. 1998-6. Here, the protest letter fails to specify how the prices are unbalanced. There is no allegation as to what prices are overstated or understated. Nor any allegation as to how they are unbalanced and how this increases performance risk or could result in a payment of unreasonably high prices. Culinary Depot simply alleges "serious concerns" without specifics. Culinary Depot bears the burden of proving its allegations. Its protest does not meet this standard of proof. This protest ground is denied.

Fourth, Culinary Depot alleges Singer's bid is nonresponsive because (1) Singer's pricing went beyond Hatco's authorized reseller discount and (2) Singer may not have offered on all items because Singer failed to provide prices on all items. For the reasons stated above, Hatco has expressly authorized the discounts off its established catalog price. Singer's bid takes no exceptions to the solicitation and has agreed to perform according to its terms. Further, Singer provided prices on all requested line items¹(Exhibit E). This protest ground is denied.

Finally, Culinary Depot alleges that the State's responsibility determination is unsupported because Singer cannot perform at the submitted pricing. Again, however, Hatco has authorized Singer to offer discounts at the discounts offered in its bid. Nothing suggests Culinary Depot lacks to the capability to perform this contract. This protest ground is denied.

DECISION

For the reasons stated above, the CPO denies Culinary Depot's protest. This solicitation is remanded to the Division of Procurement Services to proceed in accordance with the Code.



Kimber H. Craig, CPM
Chief Procurement Officer

Columbia, South Carolina

¹ This solicitation was conducted as a Reverse Auction. The solicitation required suppliers to submit list pricing for all line items with their initial offer. The Reverse Auction vendor, EasiBuy, then reviewed all pricing for consistency. During this review, some items were removed from the lot prior to conducting the reverse auction. Singer provided pricing on all items at the time of submission as well as during the reverse auction.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

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

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

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

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 366, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

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

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

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

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

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

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