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EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES  
DELBERT H. SINGLETON, JR.  
DIVISION DIRECTOR  
(803) 734-8018  
JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICER  
(803) 737-0600  
FAX: (803) 737-0639

## Protest Decision

**Matter of:** Landscaping and Mower  
**File No.:** 2026-136  
**Posting Date:** June 19, 2026  
**Contracting Entity:** South Carolina Department of Parks, Recreation & Tourism  
**Solicitation No.:** 5400029409  
**Description:** Grounds Maintenance – Blacksburg Welcome Center

### DIGEST

Protest of solicitation amendment challenging experience of awardee denied where information available is sufficient to show awardee met special standard of responsibility. The protest of Landscaping and Mower (L&M) 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 determination is based on the evidence and applicable law and precedents.

### BACKGROUND

On February 19, 2026, the South Carolina Department of Parks, Recreation & Tourism (PRT) issued Solicitation Number 5400029409 requesting bids to provide grounds maintenance services at the Blacksburg Welcome Center. [Exhibit B] By the deadline for receipt of bids, PRT received four bids, including one from L&M and one from Jolly's Lawn Care Service LLC

(JLCS). [Exhibit C] After evaluating bids, PRT determined JLCS's bid to be the lowest responsive bid. On March 26, PRT posted a notice of intent to award a contract to JLCS. [Exhibit D] On March 31, L&M protested.

## **DETERMINATION**

L&M alleges that JLCS did not meet a special standard of responsibility in the solicitation. As the protestant, L&M bears the burden of proving upon a preponderance its allegation.

The solicitation states:

### **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:

**1. Must have 5 years of Commercial landscaping experience.**

**2. Provide 3 references of similar size and scope.**

**a. References should include:**

**i. Name of company**

**ii. Brief overview of services provided**

**iii. Contact Name, Number, and email**

**iv. Length of current contract term**

**v. Equipment type and Pictures of equipment used.**

(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)]

[emphasis and highlighting in original]

The Procurement Code and Regulations allow special standards of responsibility stating:

When it is necessary for a particular acquisition or class of acquisitions, the procurement officer may develop, with the assistance of appropriate specialists, special standards of responsibility. Special standards may be particularly desirable when experience has demonstrated that unusual expertise or specialized facilities are needed for adequate contract performance. The special standards shall be set forth in the solicitation (and so identified) and shall apply to all offerors. **A valid special standard of responsibility must be specific, objective and mandatory.**

Reg. 19-445.2125F [emphasis supplied]

Not all of the special standards of responsibility in this solicitation are specific and objective. Certainly, five years of landscaping experience is specific and objective. But what is meant by “Commercial Landscaping” experience? Is it experience as a business engaged in commerce providing landscaping services? Is it providing landscaping services to business customers engaged in commerce? If the latter, does a governmental entity not engaged in commerce qualify? PRT’s own interpretation is that “Commercial landscaping experience ... to include landscaping services performed for commercial properties such as office buildings, retail centers, and non-residential business properties.” [Exhibit E] Even if this term is not specific enough to be enforceable, JLCS met the standard under any interpretation.

In support of its argument that JLCS does not have experience with commercial landscaping, L&M points to the Secretary of State website which shows the JLCS incorporated as a limited liability company on May 14, 2024. However, this is not evidence that JLCS does not have qualifying experience prior to incorporation. While procurement officers have limited discretion and cannot waive special standards of responsibility, when a protest challenges an affirmative determination that a bidder has met the special standard, the scope of review “is limited to ascertaining whether sufficient evidence of compliance has been submitted from which the contracting officer reasonably could conclude that the criteria have been met.” *DJ Enterprises*, B-233410 (1989). “In this regard, an agency may properly consider the experience of a predecessor firm or of the corporation’s principal officers which was obtained prior to the incorporation date.” *Id.* (finding that, despite company not existing for length of five-year requirement, the contracting officer properly considered the experience of the principal officers).

With its bid, JLCS supplied an information packet about the company along with commercial references. [Exhibit F] This packet noted that JLCS was founded in 2019 as a family owned and operated business. This packet also included references from two commercial clients, one

serviced since the fall of 2019 and the other since March of 2020.<sup>1</sup> Finally, the packet included references for five other commercial clients with contract starting dates from 2022 to 2024. According to the Procurement Officer, PRT contacted JLCS's references and "determined that the awarded vendor demonstrated the required commercial landscaping experience." [Exhibit E] This evidence is sufficient to show that JLCS has operated as a commercial business serving commercial clients at commercial properties for more than five years.

L&M next points to Section (a)(2) of the Special Standard of Responsibility Clause requiring vendors to "Provide 3 references of similar size and scope, Name of company, Brief overview of services provided, AND Length of current contract term." [Exhibit A] L&M interprets this requirement for references as a special standard of responsibility requiring vendors to have three current contracts for commercial landscaping services of similar scope on properties of similar size to that of the Blacksburg Welcome Center. L&M challenges the sufficiency of the information provided by JLCS to show JLCS met this alleged special standard of responsibility.

A request for references is not a special standard of responsibility. [Exhibit E] Had PRT intended the interpretation suggested by L&M, it should have said so in Section (a)(1) of the clause. It did not. Nonetheless, the CPO observes that the reference requirement asked for the names of three companies as references. JLCS provided five names. The reference requirement asked for each references contact name, telephone number, and email address, which JLCS provided. The reference requirement asked for the length of the "**current** contract term" for each reference, which JLCS provided. Specifically, JLCS provided the start month and year for each contract and stated that the end dates for each were "at the discretion of the property owner." A plain reading of the language is that at the time of bidding these five customers were current customers and the contracts were terminable at will. The reference requirement asked for the "equipment type and pictures of equipment" JLCS used, which it provided. The reference requirement asked for a brief overview of services provided for each referenced customer. JLCS did provide brief

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<sup>1</sup> For the earlier client, JLCS provided "seeding, hedge/bush installs, and lawn care maintenance for new constructed homes." Though the client was a commercial client by PRT's definition this would not meet the special standard requirement. However, for the second client JLCS serviced the clients business location "since March of 2020," more than five years before the date of this solicitation.

statements, but these statements were not broad enough to determine how these services compared to those sought in this solicitation. While one can argue whether PRT's reference requirement for a "brief overview" was asking for sufficient detail to determine the scope of the services and size of properties, PRT did contact the referenced vendors and talked to them about the scope of services. [Id.]

To the extent that L&M is asserting that JLCS was not responsive to the requirement for references, the CPO notes that failure to provide requested reference information with a bid does not render that bid nonresponsive. S.C. Code Ann. § 11-35-1520(13)(j). This information goes to the responsibility of the vendor and a Procurement Officer may ask for and consider any information concerning responsibility at any time prior to award. Regulation 19-445.2125.

L&M next protest that the total potential value of the contract and line-item description in the Intent to Award statement do not match the amounts JLCS bid. While the Intent to Award values indicate a mathematical error and do not match up with JLCS actual bid amounts<sup>2</sup>, this does not affect the validity of JLCS's bid, the award, or the amounts in the actual contract. Per the solicitation any conflict between any of the contract documents will be resolved by giving priority first to the solicitation as amended and second to the contractor's offeror. Thus, the bid amount in JLCS's bid controls over any amounts stated in the intent to award. This ground of protest fails to state a claim.

L&M next argues that JLCS failed to claim the SC Resident Contractor Preference when it should have. There is no legal requirement for a resident contractor to claim the SC Resident Contractor Preference when it qualifies. By failing to do so, JLCS simply was forgoing a potential advantage vis-à-vis any out of state vendor. This ground of protest fails to state a claim.

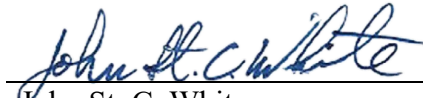
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<sup>2</sup> The solicitation called for unit price bids for a unit of one week. The Intent to Award price reflects a monthly price based on a four-week month rather than 4.333 weeks per month. This approach yielded a monthly price of \$1,920 and annual price of \$23,040. JCLS bid a weekly price of \$480 and an annual price of \$24,960.

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**DECISION**

For the foregoing reasons, the CPO denies L&M's protest.

A handwritten signature in blue ink, reading "John St. C. White", is positioned above a horizontal line.

John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

**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.

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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**

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\_\_\_\_\_  
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: \_\_\_\_\_

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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.**