



Decision

Matter of: EBS Supply, Inc.

File: B-420604

Date: June 2, 2022

Gilbert West, EBS Supply, Inc., for the protester.
Kristopher Cronin, Esq., United States Marine Corps, for the agency.
Christine Milne, Esq., and Tania Calhoun, Esq., Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Protest that the agency unreasonably evaluated the protester's quotation as technically unacceptable is denied where the record shows that the evaluation was reasonable in light of the protester's failure to submit an adequately written quotation.

DECISION

EBS Supply, Inc., a small business of San Diego, California, protests the award of a contract to Railroad Cleaners d/b/a RRC Commercial, a small business of Pittsburg, California, under request for quotations (RFQ) No. M0068122Q0004, issued by the United States Marine Corps (USMC) for protective equipment leasing and laundering services. The protester contends that the agency unreasonably evaluated its quotation as technically unacceptable.

We deny the protest.

BACKGROUND

The RFQ, issued on February 1, 2022, as a small business set-aside, contemplated the award of a fixed-price indefinite-delivery, indefinite-quantity contract to provide shop towels, coveralls, shirts, and pants leasing and laundering services for the agency's Southwest Regional Fleet Transportation department. Agency Report (AR), Exh. 1, RFQ Performance Work Statement (PWS) ¶ 1.0. The services were to be provided over a 1-year base period and four 1-year option periods at various installations in California and Arizona. *Id.* Under the contract, these installations could lease clothing and shop towels (also referred to as rags) for the protection of agency personnel in their

handling of hazardous materials and waste. *Id.* at ¶ 2.0. The PWS set forth specific requirements for the laundering, pick-up, and delivery of these items. *Id.* at ¶¶ 3.0, 5.0.

Award was to be made to the firm with the lowest-priced, technically acceptable quotation, considering three factors: technical capability, price, and past performance factors. RFP at 44. Under the technical capability factor, quotations would be evaluated as acceptable or unacceptable based on three subfactors, including technical approach to the PWS requirements and quality control plan. *Id.* at 45. As to the technical approach subfactor, vendors were advised that their written technical approaches were required to clearly describe how they will accomplish “all the requirements in the PWS,” including those in paragraph 3.0. *Id.* As to the quality control plan subfactor, vendors’ plans were to demonstrate the ability to manage and control all of the PWS objectives, including those in the performance requirements summary in paragraph 5.0.¹ *Id.*

Among other things, the PWS required with respect to clothing that “[o]ff-the-shelf” sizes must be delivered within five days for new task orders, PWS ¶ 3.2.8, and that, after laundering, finished items must be hung on individual hangers and each employee’s clothing must be grouped separately and hangers bound together by a wire tie or rubber band. PWS ¶ 3.2.9. With respect to shop towels, the PWS required the contractor to provide freestanding containers with lids for soiled rags as well as a separate container for clean rags, and included specific requirements for the laundering, pick-up, and delivery of shop towels. *Id.* at ¶¶ 3.3.3, 3.3.4, 3.3.5, 5.

The agency received four quotations by the submission due date, including those from EBS, the incumbent contractor, and RRC. Contracting Officer’s Statement (COS) at 6. EBS’s quotation was found technically unacceptable for failing to meet the requirements under the technical approach and quality control plan subfactors. AR, Exh. 4, Award Decision at 2-3. Under the technical approach subfactor, the agency noted that EBS failed to describe how it would meet the PWS requirements regarding the five-day delivery of “off-the-shelf” sizes of clothing, and regarding the provision of fireproof bins for shop towels. *Id.* Under the quality control plan subfactor, the agency noted that EBS’s quotation did not provide that it would bind clothing together by a wire tie or rubber band, or state that it would provide shop towel services as required by the PWS. *Id.* The agency ultimately found RRC’s quotation technically acceptable and made award to RRC for \$1,441,140.24. COS at 8. This protest followed.

DISCUSSION

EBS posits two reasons for arguing that the agency unreasonably evaluated its quotation as technically unacceptable. The firm first contends that, although its

¹ Section 5 of the PWS includes a table that lists PWS requirements that correspond to standards that must be met to satisfy the requirements, the type of inspection to be performed to verify compliance, and the incentive to meet the standard.

quotation does not state how it would meet several PWS requirements, it still meets them because it states generally that all requirements will be met. The firm next contends that its technical approach must be technically acceptable because it is the incumbent contractor. Protest at 1.² We do not agree.

An offeror has the burden of submitting an adequately written quotation, and it runs the risk that its quotation will be evaluated unfavorably when it fails to do so. *George T. Brown Associates, Inc.*, B-404398, Jan. 26, 2011, 2011 CPD ¶ 28 at 3. We have reviewed EBS's quotation and find no basis to disagree with the agency's evaluation. The quotation does not, in fact, describe how it will meet all the requirements of the PWS as required by the solicitation. EBS's quotation does not describe how it will meet the requirements that "off-the-shelf" sizes be delivered in five days and that clothing on hangers be bound together, and does not reference shop towels at all, let alone describe an approach for providing fireproof bins or pick-up and delivery services for shop towels. See AR, Exh. 9, EBS Quotation.

EBS argues that the statement in its quotation that "[g]arments are then ordered or provided from existing product inventory" (AR, Exh. 9, EBS Quotation at 8) addresses the requirement to deliver off-the-shelf sizes in five days, but this statement contains no indication that this specific requirement will be met. EBS also argues that the statement in its quotation that "[a]ll garments will be professionally laundered, consistent with the requirements and standards of the industrial laundry industry, and consistent with the stated requirements of the PWS" (AR, Exh. 9, EBS Quotation at 8) demonstrates its commitment to meet all requirements but, again, this vague assertion does not establish how EBS will meet the specific PWS requirements referenced in the evaluation. EBS bore the risk that, by not stating how it would meet each of the requirements, the agency would evaluate its quotation as technically unacceptable. *Liberty Test Equipment*, B-409916, Aug. 25, 2014, 2014 CPD ¶ 246 at 3. Finally, EBS's status as the incumbent is not a substitute for including required information in its quotation. *MSN Services LLC*, B-414900 *et al.*, Oct. 4, 2017, 2017 CPD ¶ 310 at 4.

The protest is denied.

Edda Emmanuelli Perez
General Counsel

² To the extent that EBS argues that the requirements it failed to meet do not require a technical approach (Comments at 3), this argument constitutes an untimely challenge to the terms of the solicitation, as the RFQ provided that a quotation must "clearly [describe] how the quoter will accomplish all the requirements in the PWS, to include PWS Sections 3.0" to satisfy the technical approach factor. RFQ at 45; 4 C.F.R. § 21.2(a)(1); *Westar Aerospace & Defense Group, Inc.*, B-408285, B-408285.2, Aug. 9, 2013, 2013 CPD ¶ 212 at 4 n.3.