



Decision

Matter of: Prestige Lawncare, Inc.

File: B-418608

Date: June 22, 2020

Michael Dial for the protester.
Allen Black, Esq., and David Zhai, Esq., Department of the Army, for the agency.
Jacob M. Talcott, Esq., and Jennifer D. Westfall-McGrail, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest alleging agency unreasonably rejected protester's untimely submission of its quotation is denied where rejection was reasonable and in accordance with terms of solicitation.

DECISION

Prestige Lawncare, Inc., a small business of Little Rock, Arkansas, protests the rejection of its quotation under request for quotations (RFQ) No. W9127S-20-Q-0028, issued by the Department of the Army, Corps of Engineers (Corps), for park services. The protester argues that the agency should have accepted its quotation, despite its late submission, because the agency failed to respond to questions submitted by the protester in a timely manner.

We deny the protest.

BACKGROUND

On March 6, 2020, the Corps issued the RFQ in accordance with the format of Federal Acquisition Regulation (FAR) subpart 12.6. Agency Report (AR), Tab 6, RFQ at 2; Contracting Officer's Statement (COS) at 1. The agency sought a vendor to provide park services, such as park attendant duties, cleaning, mowing and trimming, in Pine Bluff, Arkansas. *Id.* The solicitation, which was set aside for small businesses, anticipated that source selection would be based solely on price. *Id.* The due date for

quotations was March 23 at 12:00 pm Central Standard Time (CST).¹ RFQ at 3.

The solicitation incorporated by reference FAR provision 52.212-1 (Instructions to Offerors--Commercial Items), which expressly limits the agency's consideration of late submissions. Specifically, FAR 52.212-1(f)(2)(i) states that any offer received after the exact time specified for receipt of offers is "late" and will not be considered unless (1) it is received before award is made, (2) the contracting officer determines that accepting the late offer would not unduly delay the acquisition, and (3) one of three exceptions applies.²

On Thursday, March 19 at 6:00 p.m., Prestige emailed the contracting officer a series of questions regarding the solicitation. COS at 2. According to the agency, the contracting officer had left work for the day and did not return to her duty station until Monday, March 23. *Id.* The contracting officer returned to work on Monday and emailed Prestige at 11:05 a.m. AR, Tab 3, Questions and Response at 1. In her email, the contracting officer stated that she was unable to answer Prestige's questions, but that she would forward them to the project manager. *Id.* In this same email, the contracting officer reminded Prestige that "[a]ll quotes are due today by 12 pm CST." *Id.*

Prestige submitted its quotation at 12:29 p.m. on March 23, approximately 30 minutes after the due date for quotations. Protest at 1. At 12:40 p.m., Prestige contacted the agency, and asked the contracting officer to accept its quotation despite its late submission. Protest at 1; COS at 2. The contracting officer stated that she was unable to accept late quotations. COS at 1. Prestige then filed this protest on March 24.

¹ All citations to timestamps are based on CST.

² The three exceptions are:

(A) [i]f [the quotation] was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) [t]here is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) [i]f this solicitation is a request for proposals, it was the only proposal received.

FAR 52.212-1(f)(2)(i)(A)-(C).

DISCUSSION

The protester contends that the agency should have accepted its late submission because the agency failed to provide a timely response to the protester's questions.³

While our Office has found that language in an RFQ requesting quotations by a certain date, without more, does not establish a firm closing date for receipt of quotations. *M. Braun, Inc.*, B-298935.2, May 21, 2007, 2007 CPD ¶ 96 at 3-4, when the RFQ states that quotations must be received by a stated deadline to be considered, quotations cannot be considered if received after the deadline. See *Turner Consulting Group, Inc.*, B-400421, Oct. 29, 2008, 2008 CPD ¶ 198 at 3-4 (finding agency's rejection of protester's late quotation proper where RFQ provided that quotations received after exact time specified for receipt of quotations would not be considered); cf. *Data Integrators, Inc.*, B-310928, Jan. 31, 2008, 2008 CPD ¶ 27 at 2 (sustaining protest where agency awarded to late quotation despite solicitation provision that any quotation "received . . . after the exact time specified for receipt will not be considered").

Here, as previously noted, the RFQ incorporated FAR provision 52.212-1, which expressly limited the agency's ability to accept late quotations to circumstances not present here.⁴ Because this provision was incorporated into the solicitation, the agency was unable to accept Prestige's quotation, regardless of the explanation as to why the quotation was late. The agency's rejection of Prestige's late quotation was thus reasonable and in accordance with the terms of the solicitation.⁵

The protest is denied.

Thomas H. Armstrong
General Counsel

³ Prestige's sole basis for protest is the agency's refusal to accept Prestige's late quotation. Protest at 1. Prestige never requested that the agency extend the due date for quotations. Memorandum of Law (MOL) at 4.

⁴ Although this provision refers to "offers," it is clear from the agency's incorporation of this provision in the solicitation that it was intended to apply to the quotations received here.

⁵ We also note that even if the agency were to accept Prestige's late quotation, Prestige's price was not the lowest price submitted. MOL at 5. Because price was the only evaluation criteria, Prestige would not be in line for award even if our Office were to sustain its protest.