



Decision

Matter of: Chicago Dryer Inc.

File: B-402340

Date: February 16, 2010

H. K. Tyler Jr. for the protester.

Capt. Bridget E. Keenan, Department of the Army, for the agency.

Paul E. Jordan, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Agency reasonably found protester's quotation technically unacceptable where solicitation required quotations to include detailed installation and modification plans, and quotation failed to demonstrate how equipment would be modified and integrated to ensure inter-operation with existing equipment within available space.
 2. Protest that agency should have resolved deficiencies in protester's quotation through clarifications is denied; any such exchange would have constituted discussions, not clarifications, and agency generally has no obligation to hold discussions where, as here, solicitation stated that order would be issued based on initial quotations.
-

DECISION

Chicago Dryer Inc. (CDI), of Chicago, Illinois, protests the issuance of an order to Automated Laundry Systems & Supply (ALSS), of Anchorage, Alaska, under request for quotations (RFQ) No. W912CZ-10-Q-0001, issued by the Department of the Army for laundry equipment at Fort Richardson, Alaska. CDI challenges the evaluation of its quotation.

We deny the protest.

The RFQ, a total small business set-aside, sought quotations for a four-station spreader-feeder module, four-lane folder/cross folder module, and large-piece stacker module with discharge conveyor, all compatible with an existing Braun Flat Iron module. Quoted equipment had to meet specified power requirements and be suitable for installation in the available space, including a minimum of 16 inches between the stacker and a concrete support post. Among other submissions,

vendors were required to include an installation plan and a modification plan. Quotations were to be evaluated for “best value” under three factors—technical information (including installation plan, equipment’s ability to maintain/enhance current functionality, and modification plan); past performance; and price. The non-price factors combined were considerably more important than price. RFQ at 8.

Three vendors submitted quotations, which were evaluated by a technical evaluation team (TET). The TET consensus evaluation identified numerous informational deficiencies in CDI’s quotation. It found that the quotation lacked clarity and completeness overall and concluded that the quotation did not demonstrate a clear understanding of the RFQ’s requirements. For example, the TET found that CDI’s quotation narrative and installation plan lacked detail, failing to address power requirements and warranties on modifications, and that its brochures and drawing contained conflicting and confusing information on equipment sizes, capacities, and options. Source Selection Evaluation Report (SSER), Tab 10, at 2-5. ALSS was the only vendor whose quotation was evaluated as technically acceptable, and the agency thus issued it an order for \$120,126. After receiving notice of issuance of the order, CDI filed this protest.

CDI challenges virtually every deficiency identified by the TET as incorrect, and concludes that it should have received the order because its quoted price was lower than ALSS’s. In considering a protest of an agency’s quotation evaluation, our review is confined to determining whether the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. See United Def. LP, B-286925.3 et al., Apr. 9, 2001, 2001 CPD ¶ 75 at 10-11. We have considered all of CDI’s arguments and find that none has merit.¹ We discuss three of its arguments below.

With regard to the agency’s finding that its quotation lacked necessary detail, CDI asserts that the agency “never specified what specific[] processes [it] was interested in” regarding integration; thus, since its quotation addressed integration of the existing flat iron, speed controls, and interfacing of equipment and controls, with no exception to the requirements, it should not have been rejected. Protest at 1-2.

CDI’s assertions are without merit. The RFQ provided sufficient guidance for preparing quotations, including requirements for both a detailed installation plan covering the proposed equipment’s ability to interface and integrate with existing

¹ CDI also challenges the “numerous” changes to the RFQ in a “very short period of time” and asserts that it should have been permitted to submit brochures as .pdf files. Protest at 4. Protests of alleged solicitation improprieties such as these must be filed prior to the deadline for receipt of quotations. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2) (2009). Since CDI did not raise these issues prior to the submission deadline, this aspect of its protest is untimely and we will not consider it.

equipment “within the space available,” and a modification plan describing how vendors would make each proposed module fully operational with the existing flat iron, including how new or existing equipment would be modified for electrical wiring, circuitry, or reprogramming. RFQ at 5, 7.

While CDI’s quotation included some general statements, it failed to provide the detailed information called for. For example, the quotation stated that CDI’s equipment would “easily integrate” with the existing flat iron; that speed controls of “either the feeder or folder” offered “[would] require integration”; that CDI would install a stop circuit so that the feeder would stop when the flat iron stopped; that CDI’s equipment could be “interfaced by interlocking and providing an interface between all components”; and that CDI would provide its “high intelligent controls” for “smooth operation.” Quotation Narrative at 1-2. The quotation further stated that “some control circuits [would] be modified allowing the feeder, ironer and folder and stackers to communicate,” and that CDI considered these to be “minor modifications.” *Id.* at 2. However, the quotation did not explain why these modifications would be minor, and did not address the specific power requirements. Further, apart from stating that various items would be accomplished by “retro-fitting the systems in order to make one complete system,” CDI’s quotation lacked any detailed installation and modification plans, and did not otherwise describe “how” it would integrate and modify the proposed and existing equipment to ensure successful inter-operation. Given the absence of the required detailed plans and explanations, the TET reasonably found that it could not evaluate whether CDI’s equipment would meet the stated requirements. *Ervin & Assocs., Inc.*, B-280993, Dec. 17, 1998, 98-2 CPD ¶ 151 at 6 (blanket offers of compliance with stated requirements are not an adequate substitute for detailed information necessary to establish how vendor proposes to meet agency requirements).

With regard to whether its equipment would fit within the available space, CDI cites its quotation’s statements that “[a]ll systems offered [would] easily fit in the space made available and [would] provide the necessary clearances as specified,” and also asserts that its drawing “clearly indicated” that CDI’s equipment would fit in the current space. Quotation Narrative at 1; Protest at 2. However, the agency considered these broad statements inadequate and found CDI’s drawing and brochures to be conflicting and confusing. In this regard, the TET found that the quotation did not specify complete dimensions for CDI’s proposed folder/stacker, and noted that CDI’s product brochures stated that “[s]pecifications [were] subject to change without notice.” Quotation, attachs. 5-7. By its own estimate, based on CDI’s brochure information, the TET determined that the quoted equipment, once integrated, would exceed the available length by 18 inches. SSER, Tab 10 at 3. Further, the TET inferred that, because CDI’s drawing showed its stacker at a “cocked” angle, CDI was attempting to force the equipment to meet the RFQ’s 16-inch column clearance requirement, and noted that the quotation did not address whether the machine would even operate in that position. Quotation, attach. 7; SSER, Tab 10, at 2. The drawing also depicted a centerline for the existing flat iron, which suggested to the TET that CDI intended to reposition it even though the RFQ

prohibited relocation of the machine. RFQ at 4. (Consistent with the TET's concern, CDI's cover letter suggested that the agency amend the RFQ, in part, to permit relocation of the flat iron. Quotation Letter at 1.) Based on the conflict between the quotation's claim that CDI's equipment would fit within the available space and the other indications that it would not, we find the TET reasonably concluded that CDI's quotation did not adequately establish that its equipment would meet the agency's requirements. We conclude that the agency reasonably rejected the quotation as unacceptable.²

CDI asserts that the agency should have sought clarification of any unclear areas of its quotation, since the agency did not "possess the technical expertise to read drawings or understand narratives associated with [its] questions." Initial Comments at 1. CDI's opinion of the agency's expertise notwithstanding, since CDI's quotation was rejected as unacceptable, providing CDI an opportunity to correct deficiencies would constitute discussions, not clarifications—it would involve the submission of information necessary to make the quotation acceptable. Gemmo-CCC, B-297447.2, July 13, 2006, 2006 CPD ¶ 182 at 5. Agencies generally are not required to conduct discussions where, as here, the RFQ specifically advised of the agency's intent to issue an order on the basis of initial quotations, without discussions. See Colmek Sys. Eng'g, B-291931.2, July 9, 2003, 2003 CPD ¶ 123 at 7. CDI has provided no basis—nor have we found any in the record—for questioning the agency's decision not to engage in discussions. Gemmo-CCC, supra.³

The protest is denied.

Lynn H. Gibson
Acting General Counsel

² CDI challenges its past performance evaluation. However, since we find that the agency reasonably rejected CDI's quotation, this argument is academic. See ProMar; Urethane Prods. Corp., B-292409 et al., Aug. 25, 2003, 2003 CPD ¶ 187 at 8 n.11.

³ CDI asserts that the agency "communicated with the vendor who was tentatively awarded this proposal on numerous occasions," and that many of the changes in the RFQ were "stimulated" by that vendor and the agency. Initial Comments at 1. CDI has provided nothing in support of these claims and there is nothing in the record to indicate that the agency held discussions or otherwise improperly communicated with ALSS. Allegations of possible impropriety, unaccompanied by supporting evidence, amount to mere speculation, and as such do not provide valid bases for protest. Delta Ventures, B-238655, June 25, 1990, 90-1 CPD ¶ 588 at 4.