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## Decision

**Matter of:** String King Lacrosse, LLC

**File:** B-422646.2; B-422646.3

**Date:** November 13, 2024

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### DIGEST

Protest that agency misevaluated protester's bid samples as defective and therefore found the bid nonresponsive is denied where the record demonstrates that the evaluation was reasonable and consistent with the solicitation.

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### DECISION

String King Lacrosse, LLC, of Gardena, California, a small business, protests the award of two indefinite-delivery, indefinite-quantity (IDIQ) contracts to Heartland Manufacturing, Inc., of Brentwood, New York, and Atlantic Diving Supply, Inc., of Virginia Beach, Virginia, both small businesses, under invitation for bids (IFB) No. W911QY24B0001. The IFB was issued by the Department of the Army, Army Materiel Command, to fulfill orders for an estimated quantity of 194,000 units of the Army's cold weather glove system. The protester contends that the Army misevaluated the firm's bid samples as unacceptable and improperly rejected its bid.

We deny the protest.

### BACKGROUND

The Army issued the IFB on March 5, 2024, seeking bids for up to two IDIQ contracts to fill orders for the glove systems for a base year and four option years. The cold weather glove system is a "[g]overnment-designed, integrated set of handwear designed to provide protection against cold and extreme cold temperatures, including wet cold, dry cold, and high winds, while maintaining maximum possible dexterity and tactility." Agency Report (AR), Tab 3, IFB at 2. The IFB sought bids for orders of four individual

components and complete kits consisting of a pair (left and right) of all four components: full mitten shells, trigger finger mitten shells, trigger finger mitten liners, and intermediate cold weather gloves.<sup>1</sup> IFB at 4-6.

The IFB provided instructions for potential bidders to request access to an electronic file containing the detailed patterns<sup>2</sup> for the four components, which bidders could view and manipulate using Gerber AccuMark, a commercial software application. IFB at 63-64. Elements of each component were set forth in four specifications that were provided as attachments. The first was MIL-DTL-32707A, which was titled Detail Specification: Glove, Intermediate Cold Weather. IFB at 69; AR, Tab 7, IFB attach. 4. The second, MIL-DTL-32708 (revision 2) was titled Detail Specification: Liner, Trigger Finger Mitten, Extreme Cold Weather. AR, Tab 6, IFB attach. 3. The third was MIL-DTL-32709 (revision 2) titled Detail Specification: Mitten Shells, Full And Trigger Finger, Extreme Cold Weather. AR, Tab 5, IFB attach. 2. The fourth was a specification for item labels. AR, Tab 4, IFB attach. 1. For the glove component, the specifications also provided small line drawings<sup>3</sup> of the finished item with arrows to indicate where measurements would be taken to ensure finished items had the correct dimensions for each size (extra small, small, medium, large, or extra large). AR, Tab 7, IFB attach. 4 at 10-12. Enlarged versions of the four line drawings, labeled as figures 1 through 4, were referenced in the glove specification as showing the application of additional elements: webbing strap, buckle, elasticized draw cord, cord lock, cord end piece, clasp, nylon tape, rib cuff, and wrist elastic. *Id.* at 6-7, 21-24.

The IFB required the contractor to manufacture the components according to the government design reflected in the pattern:

The Government patterns shall not be altered in any way, and are to be used only as a guide for cutting the contractor's working patterns. The working patterns shall be identical to the Government patterns, except that additional notching, if needed, to facilitate manufacture, may be added. Also, minor modifications are permitted where necessary to accommodate the manufacturer's processes and the use of automated equipment.

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<sup>1</sup> The Army explains that the design was completed by the Marine Corps in 2022 and was then adopted by the Army because it met that agency's requirements and provided commonality between the services. Contracting Officer's Statement and Memorandum of Law (COS/MOL) at 3.

<sup>2</sup> A pattern for the manufacture of a garment item, such as the gloves and liners at issue here, is effectively a specialized type of drawing; that is, a pattern is a graphical representation of the shape and dimensions of each of the pieces of the finished item and is intended for use to manufacture the item. A pattern may include additional markings, such as the location of seams on a piece, or reference marks where an individual piece aligns with an adjacent piece.

<sup>3</sup> As contrasted with the glove pattern that provided details of each piece of the glove individually, what we refer to as line drawings were views of a complete glove.

These modifications shall not alter the serviceability or appearance requirements of the end items.

*Id.* at 7.

The IFB provided that up to two contracts would be awarded to the firms whose bids were the lowest-priced, the price was fair and reasonable, and the bid was responsive under two factors: technical and small business. There were two subfactors under the technical factor: bid samples and written bid. IFB at 68. The subfactors and overall technical factor would be evaluated on a responsive or nonresponsive basis. A responsive rating would be applied to a bid that met the requirements of the statement of work and instructions to bidders sections of the IFB, the four detailed specifications, and the bid “indicate[d] an adequate approach and understanding of the requirements.” *Id.* 68. A nonresponsive rating would be applied to a bid that failed to meet requirements, did not indicate an understanding of the requirements, or contained one or more deficiencies. *Id.*

The pattern showed the shape and dimensions of each piece, along with indications of seam allowances and markings at the edges (referred to by the parties as notches) which provided the means to align a pattern piece with an adjacent piece by matching up the notches on opposing sides of a seam. Additionally, each piece was labeled with a name, such as “PALM\_LEATHER,” “OUTER\_THUMB\_SUEDE,” or “GUSSET\_THUMB\_SUEDE.”<sup>4</sup> Supp. COS/MOL at 4 (image of full pattern); AR, Tab 34, Bid Sample Evaluation Report for String at 5-6 (enlarged images from pattern).

The IFB also directed bidders to assess their sample items and identify requirements that their samples did not meet and a remedy:

For all known requirements that the Bid Sample fails to meet, the offeror shall submit in their written bid: 1) The . . . requirement the Bid Sample does not meet; 2) Why the Bid Sample fails to meet the requirement; and 3) A written solution as to how the offeror intends to meet the requirement.

IFB at 63-64.

The IFB instructed bidders to provide unit pricing for each item at four quantity tiers for each ordering period. The spreadsheet added the prices for the five items, each priced in four tiers in each of 5 years to calculate a total evaluated price. *Id.* at 64; AR, Tab 23, String Bid at 6 (pricing volume).

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<sup>4</sup> This piece is also referred to in the record and this decision as the thumb gusset or thumb gusset suede. In the design, a gusset is a pattern piece in the shape of an elongated triangle placed between two seams to achieve an intended shape and permit easier range of motion than if the seams are directly abutting.

Bid samples were to be evaluated in accordance with IFB section M, which referenced the detailed specifications. As pertinent here, section 4.4.1, provided for “[e]nd item visual examination,” during which the item “shall be visually examined for defects in shade, design, material, construction, and workmanship, with defects classified in accordance with” an accompanying table classifying defects as major or minor. AR, Tab 5, IFB attach. 2, MIL-DTL-32707A (revision 1) at 14. Table IX listed standards that were categorized as either major or minor defects; as examples, under the design category, a minor defect was “[p]oorly shaped” or “[s]pot, stain,” while a major defect was that the item was “[n]ot as specified (incorrect material, pattern, etc.),” had “buckles or hardware positioned incorrectly,” or had “any component part omitted, distorted, full, tight, or twisted.” *Id.* at 14-15.

The Army conducted a public bid opening at which 13 bids were opened. COS/MOL at 3. String’s total evaluated price was \$7,064, Heartland’s was \$14,947, and Atlantic’s price was \$15,300. *Id.* at 4.

After the bid opening, five bids were rejected because they did not include bid samples. AR, Tab 27, Technical Evaluation Report at 11. Of the remaining bids, the evaluation of bid samples determined that the samples for five bids were unacceptable so each of those bids was rejected, including String’s. *Id.* at 5-10. The remaining three bidders had submitted acceptable bid samples and the bids were responsive: Heartland, Atlantic, and Outdoor Research. COS/MOL at 4; AR, Tab 27, Technical Evaluation Report at 2-4. The Army selected the two lowest-priced bids for award, which were from Heartland and Atlantic.

The Army informed String that its bid had been rejected both because its bid samples were evaluated as unacceptable and because its pricing was evaluated as too low, whereupon String filed a protest with our Office. The Army announced corrective action in response to that protest, indicating that it would reevaluate String’s bid samples and pricing, so our Office dismissed that protest as academic. *String King Lacrosse, LLC*, B-422646, July 15, 2024 (unpublished decision).

Following corrective action, the Army determined that String’s pricing was acceptable, but its cold weather glove, mitten liner, and full mitten shell bid samples had multiple major and minor defects. The evaluation also considered String’s proposed remedial measure for the mitten liner and determined that the proposed remedy was insufficient. Accordingly, the evaluation determined that String’s bid was again nonresponsive.

After the Army notified String that the reevaluation had once again determined that its bid was nonresponsive and the awards to Heartland and Atlantic had been confirmed, String filed this protest.

## DISCUSSION

String challenges the evaluation of both its bid samples as defective and contends that the Army misinterpreted the specifications and the samples submitted by each acceptable offeror--specifically Atlantic and Heartland--were miscalculated and

necessarily unacceptable. Protest at 21. String's protest also asserts that the Army's pattern

frequently made mistakes on their notches, including noting incorrect placements of notches, missing notches, and including unnecessary notches. As a result, StringKing could not rely on the agency's notches and resorted to the specifications themselves to determine the IFB's requirements.

*Id.* at 14.

The Army argues that its evaluation accurately interpreted the specifications and reasonably determined that String's bid samples were nonresponsive and that the firm's written solutions for correcting defects in its bid samples would not satisfy the IFB's requirements.<sup>5</sup> The evaluation identified three major defects and one minor defect with String's intermediate cold weather glove samples. AR, Tab 34, Bid Sample Evaluation Report for String at 1. For the mitten liner sample, the evaluation identified four major and one minor defects. *Id.* at 7. Either of the defective samples rendered the bid unacceptable and nonresponsive under the bid samples subfactor. *Id.* at 1. The Army contends that the record shows that the evaluation of String's samples was based on an accurate reading of the specifications and comparison to String's sample products.

Where an invitation for bids provides for the procuring agency to evaluate bid samples to assess the responsiveness of bids, our Office will not object to the evaluation unless the record establishes that there is no reasonable basis for it, or the samples were not evaluated in accordance with the specifications. *ATD-Am. Co.*, B-231794, Oct. 18, 1988, 88-2 CPD ¶ 364 at 2.

As discussed below, we first address String's challenges to the Army's evaluation of the firm's own bid samples and conclude that the evaluation of its glove samples and mitt liner samples was reasonable and consistent with the specifications in the IFB. Based on the Army's evaluation, we find no basis to question the rejection of String's bid as nonresponsive. Then we consider the Army acknowledgement that its evaluation of String's mitten shells incorrectly found them defective when they should have been considered acceptable. We conclude that the correction of this error would not make String's bid eligible for award and as a result, the record does not demonstrate competitive prejudice needed to sustain the protest.

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<sup>5</sup> Although the evaluation also assessed String's mitten shell samples as defective and nonresponsive, the Army now concedes that the evaluation was incorrect. That is, although there were defects in the firm's mitten shells, they did not significantly affect the item's fit or function, so String's mitten shell samples should have been evaluated as acceptable and responsive. However, as explained below, the record demonstrates that eliminating this error would not make String's bid eligible for award.

We do not address String's challenges to the evaluation of the awardees' bid samples because they are premised on String's misinterpretation of the specifications; that is, String's challenges depend on its contention that its own bid samples were misevaluated, from which it then asserts that any acceptable bid samples were also misevaluated. Since the record does not support the premise of String's challenge to the evaluation of its own samples, it provides no valid basis to challenge the evaluation of the competing samples.

#### Intermediate Cold Weather Glove Samples Evaluation

String argues that the Army deviated from the stated specifications and misevaluated the firm's glove samples as being incorrectly assembled and defective. As a result of that misevaluation, String contends that the Army unreasonably assessed its glove samples as nonresponsive. Protest at 10-11. In particular, String states that the specifications in the IFB showed the placement of a piece called the thumb gusset at the crotch of the thumb (or inside of the thumb). String asserts that its samples complied with this requirement. The firm argues that the Army misinterpreted the specifications to require placement of that piece in a location that is "in clear contradiction to the specifications." *Id.* As support, String relies on the line drawings accompanying the glove specifications, rather than the pattern. The firm argues that one of those drawings does not show a separate suede piece on the outside of the thumb, and a side-view drawing, if magnified, has two lines merging along the interior side of the thumb that, it argues, indicate the presence of a piece of suede: the thumb gusset. *Id.* at 13.

The Army maintains that the evaluation of String's bid sample gloves was reasonable and consistent with the IFB requirements. The Army contends that the IFB directed bidders to use the pattern to construct their samples, and that String's errors and decision not to follow the pattern markings was the source of its defective gloves. COS/MOL at 6, 10. The Army contends that the line drawings of finished gloves did not justify String's departure from the detailed pattern, and the firm's decision to do so resulted in a misshapen and nonfunctional item that was properly found nonresponsive. *Id.* at 6, 23.

String does not dispute that its placement of the thumb gusset on the interior side of the thumb, at the thumb crotch, does not match the notches in the detailed pattern for joining those pieces. However, String argues that it did not follow the pattern markings because

the Agency frequently made mistakes on their notches, including noting incorrect placements of notches, missing notches, and including unnecessary notches. As a result, StringKing could not rely on the agency's notches and resorted to the specifications themselves to determine the IFB's requirements.

Protest at 14.<sup>6</sup>

The record shows that the Army's evaluation assessed String's glove samples as nonresponsive which the evaluators believed was "due to the incorrect placement of the Thumb Gusset." AR, Tab 34, Bid Sample Evaluation Report for String at 1. Under the evaluation standards in the specification, they assessed major defects that the samples were "[n]ot as specified (incorrect material, pattern, etc.)," "[a]ny component part omitted, distorted, full, tight, or twisted," and "[n]ot functioning properly, or defective," and a minor defect that the samples were "[p]oorly shaped." *Id.*

As support for their evaluation of String's glove samples, the evaluators included annotated photos and marked up graphics from the pattern. The photos showed String's sample glove next to a government sample and indicated the location of the thumb gusset suede piece on the government sample (essentially along the length of the outside of the thumb) and its absence at that location on String's sample. *Id.* at 2. Another photo showed String's sample with the thumb gusset suede piece along the inside of the thumb (with a notation that it was thus partially covered by a reinforcing piece at the crotch of the thumb and first finger) next to the government sample showing that the gusset suede was not at the corresponding location. *Id.* at 3.

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<sup>6</sup> In a supplemental protest filed after reviewing the agency report, String argues that if the thumb gusset was not supposed to go on the inside of the thumb, then the IFB had a latent ambiguity regarding its location. Comments & Supp. Protest at 17. String bases this claim on one of the line drawings which, it argues, shows that the thumb gusset was supposed to go on the inside of the thumb (which is the location of that piece on String's bid sample). As support, it points to an element of one drawing showing the alleged thumb gusset going from the base of the outside of the thumb, over the end of the thumb, and down the inside. *Id.* at 18. First, neither party contends that the thumb gusset piece was actually long enough to wrap over the end of the thumb--as String itself noted in its initial protest. Protest at 12. String's claimed latent ambiguity thus exists only under an impossible interpretation of the drawing. Second, String's original protest affirms that it recognized during preparation of its bid samples that its interpretation that the thumb gusset fit on the inside of the thumb did not correspond with the alignment notches on the pattern, and consistent with that view, String then concluded that the pattern had "incorrect placements of notches, missing notches, and . . . unnecessary notches." *Id.* at 14.

In short, before submitting its bid, String regarded the IFB to have conflicting information regarding the location of the thumb gusset. To the extent the perceived conflicting information created any ambiguity in the specifications--and we do not conclude here that there was any such ambiguity, but even if there were--that ambiguity was apparent to String. As a result, String cannot now argue that the alleged defect was latent; instead, the argument is, at best, an untimely challenge to an ambiguity String had identified before submitting its bid and failed to protest before the closing date for submission of bids as required by our Bid Protest Regulations. 4 C.F.R. § 21.2(a).

A third set of photos showed that String's sample glove experienced puckering and tension across the palm when the wearer attempted to open their hand to a flat position, and a photo of the same action with the government sample that did not experience tension or puckering. *Id.* at 4. The evaluation also included graphics highlighting the notches on pattern pieces that were to be joined to it by matching the notches, which would place the thumb gusset suede in the proper position consistent with the pattern markings. *Id.* at 5-6.

Our review of the record supports the reasonableness of the Army's assessment of String's glove samples. The record confirms that String incorrectly assembled its glove with the thumb gusset along the inside rather than the outside of the thumb. As a result, we agree with the agency that String assembled its glove contrary to the specification that the pattern "shall not be altered in any way" and that the contractor's working patterns "shall be identical to the Government patterns, except that additional notching, if needed." AR, Tab 7, IFB attach. 4 at 7. While String argues that it disregarded the pattern because it believed a magnified view of line drawings in the specification justified doing so, the resulting sample was altered from and inconsistent with the detailed pattern.

Further, String's treatment of the line drawings as superior to the detailed pattern was inconsistent with the specification because, as noted previously, the specification referenced the line drawings on which String bases its argument for two purposes: small drawings were marked to show where measurements would be taken, and magnified versions of four drawings were referenced as showing the placement of hardware pieces. In light of the foregoing, we see no basis to find that String's glove samples complied with the specifications, and thus conclude that the Army properly rejected them as nonresponsive.

#### Trigger Finger Mitten Liner Samples Evaluation

String argues that the Army misevaluated the firm's mitten liner samples as defective by failing to credit the firm's recognition in the bid that the sample had misalignment between the inner and outer layers that would be remedied in production. Protest at 15. In that regard, as stated above, the IFB directed bidders to identify requirements that the bid sample failed to meet and identify the applicable requirement, why the sample did not meet it, and the bidder's solution to meeting the requirement. IFB at 63-64. String's bid stated that its mitten liner sample had a "[m]ismatch . . . between vertical position of inner construction versus outer construction, causing fit issue with trigger finger, mitt finger, and thumb and also issues with donning and doffing glove." AR, Tab 22, String Technical Bid at 47. String argues that it proposed to "shorten the finger mitt length," (which it illustrated in its protest with an edited photo) and that the Army improperly disregarded this remedial approach in rejecting the firm's mitten liners. Protest at 15-16.

The Army argues that it properly evaluated String's mitten liners and reasonably concluded that String's proposed remedies for what it identified as a mismatch between the inner and outer mitten layers would not produce a functional item. COS/MOL at 28.



The agency argues that the evaluators reasonably concluded that tacking the mitten layers to each other was not an adequate remedy, and it contends that they were unable to meaningfully consider the firm's remedy of shortening the finger mitten length because String did not explain in any detail what it meant, how that would successfully remedy the defect, or what ripple effects would result from changing a pattern dimension. *Id.*

Our review of the record supports the reasonableness of the agency's evaluation. The record shows that the evaluators found String's mitten liner samples were defective due to improper alignment of the inner and outer layers. AR, Tab 34, Bid Sample Evaluation Report for String at 7. Under the evaluation standards in the specification, the agency assessed four major defects that the mitten liner samples were "[n]ot as specified (incorrect material, pattern, etc.)," "[a]ny component part omitted, distorted, full, tight, or twisted," and "not functioning properly, or defective," and "[p]oorly assembled and affecting serviceability." *Id.* The agency also assessed a minor defect that the samples were "[p]oorly shaped." *Id.*

The evaluators noted that the inner layer in String's samples was not correctly positioned in relation to the outer layer. In particular, they measured the "crotch point between the index and middle fingers of the inner layer" at more than an inch below the same point of the outer shell. *Id.* Additionally, the evaluators measured the inner layer of the index finger ended one inch below the index fingertip on the outer layer. *Id.* However, the thumb and remaining 3-finger box inner layer were both aligned with their outer layer structures. *Id.* The effect was that the wearer's hand did not fill the outer shell, and the outer shell layer tended to fold over at the end, resulting in reduced dexterity. *Id.* Accompanying photos showed the maximum hand insertion location on the outer layer due to the inner layer position. *Id.* at 8. Additional photos showed the sample disassembled with the inner layer placed on the outer layer, annotated to demonstrate that the index finger inner layer and the crotch between the index and middle finger were "well below" the corresponding points on the outer layer shell in String's sample, but the same structures were closely aligned between the inner and outer layers in a deconstructed government sample. *Id.* at 9.

The evaluators explained that based on their analysis of the construction of String's mitten, the proposed remedial measures identified by String in its bid were inadequate because they did not address the differing dimensions in the inner and outer layers of String's mitten liner, and the product would still have "improper fitting, bunching, [and] pulling of the inner layer." *Id.* at 10.

Our review of the record confirms that the evaluators had a reasonable basis for concluding that String's trigger finger mitten shell samples did not comply with the specifications and were materially defective. Additionally, the record documents the evaluators' judgment that String's proposed correction of adding bartacks to align the inner and outer layers at specific points would not result in an acceptable product. The evaluators' annotations of the photos provide reasonable support for their judgment that tacking layers together would not address the source of the misalignment of the inner

and outer layers. Further, we agree that the agency reasonably assessed as inadequate String's proposed remedial measure of shortening the length of the finger mitt because this proposed remedy would not address the construction of the outer and inner layers and would instead introduce a new design as opposed to correcting String's assembly to achieve the required design. See Supp. COS/MOL at 9. Accordingly, we deny the protest allegation.

#### Full Mitten Shell Samples Evaluation

String argues that the Army also miscalculated the firm's full mitten shell samples by assessing defects and rejecting its samples as nonresponsive. String argues that the Army incorrectly determined that the firm's samples incorrectly placed the thumb joint section resulting in a shortened thumb. Instead, String argues that its samples correctly assembled the mitten shell according to the pattern, while the Army misunderstood the pattern and relied on an improper government example. Protest at 17-19.

In response, the Army argues that the evaluation of String's full mitten shell samples showed that String's sample did not match the pattern, but the agency also acknowledges that it incorrectly assessed the discrepancies as major defects. That is, although the agency contends that String is incorrect factually about the specifications regarding the assembly of the mitten shell, nevertheless the agency concedes that the sample does not present defects in the form, fit, or function of the mitten shell; that is, there would be only a "minimal impact on fit or function of the mitt." Accordingly, the Army acknowledges that String's mitten shell should have been considered responsive. COS/MOL at 30. The agency argues that the acknowledgement that String's mitten shell samples were acceptable is insignificant because its bid remained nonresponsive and unacceptable due to the defects that rendered both its glove and mitten liner samples nonresponsive. *Id.*

Competitive prejudice is an essential element of a viable protest. Our Office will not sustain a protest even if the record shows an error in the evaluation of bids or other deficiency in the award process if the protester does not show prejudice. That is, the record must show that but for the agency's error, the protester would have had substantial chance of receiving the award. *Knight Point Sys., LLC*, B-416602, B-416602.2, Oct. 26, 2018, 2018 CPD ¶ 371 at 11.

The record here shows that the Army's admitted error in evaluating String's mitten shell samples as defective and thus nonresponsive was not prejudicial. Even if the mitten shell samples had been properly evaluated, the firm's bid would still be nonresponsive because neither its glove samples nor its mitten liner samples were acceptable; that is,

as discussed above, both were properly evaluated as defective and resulted in the firm's bid being nonresponsive.

The protest is denied.<sup>7</sup>

Edda Emmanuelli Perez  
General Counsel

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<sup>7</sup> Although String argues that the reevaluation during corrective action was improper because the Army reevaluated only String's bid samples, we see no error. As discussed above, String's challenges to the reevaluation of its bid samples and rejection of its bid do not provide a basis to sustain its protest. String provides no basis, other than speculation, to contend that a reevaluation of other bids would have changed the award.