

Center



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Western Office Systems, Inc.

File: B-225998

Date: February 26, 1987

DIGEST

1. Protest that agency should have evaluated protester's offered system on another basis regarding system capacity is denied where agency's evaluation was based on the capacity the protester specified in its quotation.
2. Protest of basis on which quotations were evaluated with respect to cost is untimely where filed more than 10 working days after protester knew evaluation components and results.
3. Bid Protest Regulations do not permit piecemeal presentation and development of protest evidence, information or analyses. Consequently, where protester initially asserts general allegation about quotation compliance and agency responds in report, subsequently-iterated precise details of allegation, which could have been raised initially, will not be considered.

DECISION

Western Office Systems, Inc., protests the issuance of a delivery order to Spacesaver Systems, Inc., in connection with Bureau of Reclamation request for information (RFI) No. 7-SO-81-10570, for a high density modular tape storage system. Western contends that its offer should have been evaluated as lower in cost than Spacesaver's and that, in any event, the system Spacesaver offered does not meet all of the RFI's specifications.

We deny the protest in part and we dismiss it in part.

The Bureau sent the RFI to five contractors on a mandatory Federal Supply Schedule (FSS), and received four responses. The Bureau proceeded to evaluate only the protester's and Spacesaver's quotations, since those offered the greatest tape storage capacity, which was the agency's primary concern. The Bureau issued the order to Spacesaver based on

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that firm's storage cost per tape of \$1.13, calculated by dividing Spacesaver's quoted price of \$64,971.99 by the system's tape capacity of 57,476; Western's cost per tape, based on the 60,000 tape capacity the firm quoted, was \$1.149.^{1/}

Western first protests that the cost per tape of the system it quoted is only \$1.127, because the system has a tape capacity of 67,200.^{2/} Western's quotation, however, specifies the system's tape capacity as 60,000. We see no reason to conclude that the Bureau should have evaluated Western's quotation on a tape capacity other than that expressly stated in the offer.

Western also protests that the Bureau did not consider freight costs in comparing the quotations, which were based on f.o.b. factory. The firm does not say whether or not that would have changed the results of the competition, but asserts that while the Bureau will have to pay to deliver only some of Western's system from the factory in New Jersey to the destination at the Denver, Colorado, Federal Center, the Bureau will have to pay to deliver all of Spacesaver's system from the company's Wisconsin factory to Denver.

Our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(2) (1986), -- require that a protest based on other than an apparent solicitation impropriety be filed within 10 working days after the basis for protest is or should have been known. Western first raised this basis for protest when it filed comments on the Bureau's protest report, which clearly was outside the 10-day period. Accordingly, the matter is untimely and will not be considered.

Finally, Western protests that Spacesaver's system does not meet one of the two specification requirements for the system

^{1/} The Bureau computed Western's cost per tape by dividing the quoted price of \$68,967.42 on the RFI schedule Western submitted by 60,000. However, the rest of the quotation, as well as Western's protest submissions, suggest that a full system, or at least one comparable to Spacesaver's, would have cost the Bureau \$75,753.59, for a cost per tape (based on 60,000 tapes) of \$1.26.

^{2/} \$75,753.59 divided by 67,200.

superstructure,^{3/} that all tape racks be "welded construction." Western states that Spacesaver primarily supplies two types of shelving and complains that neither involves a "complete welded construction."

We dismiss the protest on this matter. Western, in its original protest letter, complained only that Spacesaver's system did not meet all the solicitation's specifications, without identifying which specifications it had in mind. The Bureau, in its protest report, therefore simply stated that its technical personnel and purchasing agent had determined that all the agency's minimum requirements were met. Because it was not until commenting on the Bureau's protest report that Western ever specified the particular specification it had in mind, the Bureau has not had the opportunity to respond directly to Western's precise allegation. It is in large part to avoid this type of protest situation that our procedures preclude a piecemeal presentation of evidence, information, or analyses. See Arndt & Arndt, B-223473, Sept. 16, 1986, 86-2 C.P.D. ¶ 307; Joseph L. de Clerk and Associates, Inc.--Reconsideration, B-221723.2, Feb. 26, 1986, 86-1 C.P.D. ¶ 200. Accordingly, Western's specific basis for protest in this regard was untimely raised.

In any case, we point out that Western's allegation does not, in itself, provide a legal basis on which to object to the Bureau's selection decision. It is a basic rule of federal procurement law that vendors, when responding to a formal solicitation, must respond with offers that comply with all material provisions of the solicitation. An offeror's failure to comply with all such provisions renders the bid nonresponsive or the proposal unacceptable. When quotations are solicited from FSS vendors through a request for quotations or information, however, the situation is not the same. The quotations are not offers that can be accepted by the government; rather, they are informational responses, indicating the equipment the vendors would propose to meet the agency's requirements and the price of that equipment and related services, which the government may use as the basis for issuing a delivery order to the FSS contractor. There is, therefore, no requirement that the quotation comply precisely with the terms of an RFI, since the quotation is not subject to government acceptance. See Spacesaver, B-224339, Aug. 22, 1986, 86-2 C.P.D. ¶ 219.

^{3/} The RFI listed numerous specifications concerning the carriage and rails, system safety, finish, superstructure, and installation.

Here, Spacesaver quoted the high density system for which it has an FSS contract, and the firm's system was found to meet the Bureau's needs. Once that finding was made, the agency was required to issue the order to Spacesaver. See Spacesaver, B-224339, supra.

The protest is denied in part and dismissed in part.

for Seymour Efron
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General Counsel