

Goddard



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Crown Furniture Manufacturing Inc.

File: B-225575

Date: May 1, 1987

DIGEST

1. Quotation solicited from Federal Supply Schedule (FSS) vendors are not offers that can be accepted by the government and there is therefore no requirement that the quotation comply precisely with the terms of Request for Quotations. Moreover, award to a lower priced firm is proper, even where that firm does not have all the required items on its schedule contract, since the controlling consideration is whether award was made to an FSS contractor.

2. Agency may award combined contract for Federal Supply Schedule and non-Federal Supply Schedule items to an offeror who submitted low aggregate quote in response to request for quotations.

DECISION

Crown Furniture Manufacturing, Inc., protests the award of a contract to Word Data Systems Incorporated (WDS), the low offeror under request for quotations (RFQ) F18601-86-Q-1116, issued by the Air Force for the purchase and installation of 39 line items of modular furniture from WDS's General Services Administration (GSA) mandatory multiple award Federal Supply Schedule (FSS) contract.

The protest is denied in part and dismissed in part.

Three vendors holding GSA schedule contracts for modular furniture were solicited and quoted on the same items of specified furniture. Crown protests that the furniture proposed by WDS does not meet the specifications and that its offer is otherwise unacceptable for many of the line items.

Specifically, Crown alleges that the RFQ specifications for items 30 and 39, "Vertical Work station with CRT [cathode

038819

ray tube] & printer space," require work stations 33 inches deep, but WDS's quoted items are only 30 inches and 24 inches deep, respectively. Crown also contends that WDS's work stations' overhead printer shelf is only 15 inches deep, providing insufficient space for a printer. Crown states that WDS's workstation also lacks a sliding work surface, a bottom shelf, and does not provide paper slots for the necessary flow of paper.

The Air Force responds that there were no specified requirements as to the size of the printer shelf on these items or that it was to be mounted on extension slides. The Air Force asserts that WDS proposed vertical work stations which did meet the size requirements of the RFQ.

Our review shows that WDS quoted its model 3T9-48/048 on item 30 and model 2T9-36/036 on item 39. Notwithstanding the Air Force's contention that these models met the size requirements in the RFQ, WDS's FSS contract shows that the models are 24 inches and 30 inches deep, respectively. Therefore, although the Air Force is correct that the RFQ did not specify a specific size for the printer shelf or state that it should be mounted on extension slides, WDS's quoted work stations did not meet the 33 inch depth size called for in the RFQ.

It is a basic rule of federal procurement law that vendors, when responding to a formal solicitation, must offer what is specified in the solicitation. Thus, when a request for proposals or an invitation for bids is issued, vendors are required to respond with offers that must comply with all material provisions of the solicitation. An offeror's failure to comply with all such provisions ordinarily renders the bid nonresponsive or the proposal unacceptable. When quotations are solicited from FSS vendors, 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 that the government may use as the basis for issuing a delivery order to an FSS contractor. There is, therefore, no requirement that the quotation comply precisely with the terms of an RFQ, since the quotation is not subject to government acceptance. Spacesaver, B-224339, Aug. 22, 1986, 86-2 C.P.D. ¶ 219, affirmed, Spacesaver - Reconsideration, B-224339.2, Sept. 19, 1986, 86-2 C.P.D. ¶ 328 and Spacesaver - Second Reconsideration, B-224339.3, Oct. 16, 1986, 86-2 C.P.D. ¶ 435.

However, as recognized in Spacesaver, the government must treat all vendors equally and afford vendors an opportunity

to compete on an equal basis. Normally, an agency that identifies a particular model or requirement in a solicitation but does not impose that requirement on an offeror who deviates from it does not assure equal competition because it can lead vendors to quote on different bases.

We see no such concern in this case, however, since Crown does not argue, and it does not appear, that Crown would have been able to quote different furniture at a lower cost on items 30 and 39, than WDS if Crown had been informed that the Air Force did not insist on the specified sized work stations. Spacesaver, B-224339, supra. Moreover, we have held that award to a lower priced firm is proper, even where that firm does not have all the required items on its schedule contract, since the controlling consideration in these cases is whether award was made to an FSS contractor. Spacesaver - Second Reconsideration, B-224339.3, supra. In this regard, an agency may procure FSS items and non-FSS items in a single procurement and award a contract to the offeror offering the low aggregate price. Synergetics International, Inc., B-213018, Feb. 23, 1984, 84-1 C.P.D. ¶ 232. Therefore, the awards of items 30 and 39 to WDS is unobjectionable.

Crown also contends that WDS's offer on item 28, "Right Printer Stand 48W x 24D x 26H," does not comply with the RFQ because WDS proposes a "work table" which does not have a leg cut back to allow operators sufficient leg room and mobility, nor does it provide for proper paper flow since it has neither a paper slot nor a shelf to hold the paper. Similarly, Crown contends that WDS's offered items Nos. 15 through 24 are not "extension tables," but are "work tables" because they also lack a leg cut back as well as a bracket needed for additional support.

The Air Force responds, and the record confirms, that the RFQ described the required furniture in generic terms without any reference to manufacture name or part number. In this regard, item 28 simply specified "Right Printer Stand 48W x 24D x 26H" and did not require a leg cut back, paper slot or shelf. Similarly, the Air Force states that items 15 through 24 in the RFQ merely specified extension tables with certain required dimensions and did not require leg cutbacks or brackets.

We find that the Air Force's determination that item 28 and items 15 through 24 met the requirements of the RFQ to be reasonable. WDS quoted furniture which met the required dimensions exactly. The fact that WDS may designate these items as "work tables" rather than "printer stands" or "extension tables" is irrelevant since the essential requirements of the RFQ have been met. In any case, WDS

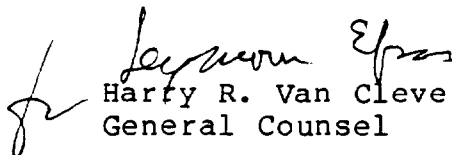
states that it provides paper slots and shelves for its work tables at no additional charge as part of its regular service.

With regard to items 36 and 37, Crown states that WDS has no provision for requested "printer cut outs for continuous paper and a paper shelf." Crown also alleges that WDS did not charge for item 38, "locks."

The record confirms that WDS offered these items at no cost to the government. We find nothing irregular in WDS's quoting items at no cost to the government, since the contractor may offer to supply items listed on its FSS contract at prices lower than the schedule prices and a procuring agency may award a contract at the reduced price without prior notice to or approval from GSA. Synergetics International, Inc., B-213018, supra.

Crown has raised several further alleged discrepancies in its comments to the Air Force's report but since Crown knew or should have known of these bases of protest at the time it originally filed its protest these matters are untimely raised. 4 C.F.R. § 21.2(a)(2) (1986). --

The protest is denied; the untimely allegations are dismissed.


Harry R. Van Cleve
General Counsel