



Comptroller General  
of the United States

840144

Washington, D.C. 20548

## Decision

**Matter of:** Steelcase, Inc.

**File:** B-255908

**Date:** April 14, 1994

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### DECISION

Steelcase, Inc. protests the award of a purchase order to the Knoll Group under request for quotations (RFQ) No. N62604-93-T-C518, which was issued by the Department of the Navy for furniture systems. Steelcase contends that the award was based on a product that did not meet the specifications.<sup>1</sup> We dismiss the protest.

The Navy issued the RFQ on August 18, 1993, to three vendors listed on the Federal Supply Schedule, including Steelcase and Knoll. The RFQ was for office furniture, including systems to be used with automatic data processing equipment, to be installed in a building that had recently been designed and built for the agency. The office design included furniture designs based on Steelcase part numbers and dimensions.

On September 3, Knoll alleged in an agency-level protest that the specifications were overly restrictive of competition because they were written around a particular vendor's products. The contracting officer reviewed the specifications, and the RFQ was revised to enhance competition. The three vendors submitted quotations. Based on several ambiguities that were discovered in the specifications and deficiencies that were found in each of the vendors' submissions, the Navy clarified the specifications and requested revised quotations by November 2. Steelcase submitted a revised quotation based on its Steelcase 9,000 furniture line, and Knoll submitted a revised quotation based on its Equity furniture line. The contracting officer determined that Knoll was the successful

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<sup>1</sup>Steelcase also alleged in its protest that the awardee had improperly influenced the agency's revision of the specifications to its own competitive advantage. However, after the Navy argued in its protest report that this basis of protest was untimely filed, Steelcase abandoned it. We therefore will not consider the issue.

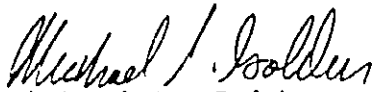
offeror based on its low evaluated quote which met the agency's needs, and she notified the two vendors of her decision by letter. This protest followed.

Steelcase initially protested that Knoll's Equity line workstation did not include a locking center drawer which the protester alleged was required by the specification. Steelcase contended that the contracting officer must have granted Knoll an exemption from this requirement. However, the Navy's protest report showed that the requirement for a center drawer that locked was deleted from the revised specification. Thus, there was no requirement that Knoll quote a workstation with a locking center drawer, since this type of drawer was no longer in the specifications.

Nonetheless, Steelcase continues to protest the acceptance of Knoll's quotation on this basis, arguing in its response to the agency report that the locking center drawer is necessary to meet the Navy's needs. The subsequently raised allegation--that the specifications do not represent the agency's actual needs--is dismissed because it is untimely filed. Under our Bid Protest Regulations, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing date for receipt of quotations following incorporation. 4 C.F.R. § 21.2(a)(1) (1993). Here, the revised specification was not protested until after award.

Steelcase also objects to the manner in which quotations were solicited, alleging for example, that the Navy was not required to follow requote procedures and that formal quotations should not have been requested for the purpose of price comparison. These allegations are also untimely, since they were not raised until after award.

The protest is dismissed.

  
Michael R. Golden  
Assistant General Counsel