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Decision

Matter of: BeaverFit North America, LLC

File: B-416893; B-416893.2; B-416893.3; B-416893.4

Date: December 27, 2018

Grant B. Schweikert, Esq., and Gregory H. Petkoff, Esq., Jenner & Block LLP, for the protester.

David T. Ralston, Jr., Esq., Frank S. Murray, Esq., Micah T. Zomer, Esq., and Krista A. Nunez, Esq., Foley & Lardner LLP, for Mobile Fitness Equipment, Inc., the intervenor. Lieutenant Colonel Robert B. Nelson, Department of the Army, for the agency.

Todd C. Culliton, Esq., and Scott H. Riback, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that the agency unreasonably evaluated the protester's quotation as technically unacceptable is denied where the protester's quotation did not contain technical descriptions of proposed fitness equipment as required by the solicitation.

DECISION

BeaverFit North America, LLC (BeaverFit), of Reno, Nevada, protests the award of a contract to Mobile Fitness Equipment, Inc. (MFE), of Braintree, Massachusetts, under request for quotations (RFQ) No. W9124718R0020, issued by the Department of the Army, Mission Installation Contracting Command, for shipping container gyms. BeaverFit alleges that the agency unreasonably evaluated quotations and made an unreasonable source selection decision.

We deny the protest.

BACKGROUND

The RFQ, issued on August 6, 2018, contemplates the award of a fixed-price contract for 128 shipping container gyms complete with various articles of fitness equipment. RFQ at 3. Award was to be made to the firm submitting the quotation representing the best value to the agency, considering price and technical capability factors. *Id.* at 7. When evaluating technical capability, the RFQ provided that the agency would evaluate each quotation's delivery schedule, equipment list, and load plan. *Id.* at 7-8.

Six vendors, including BeaverFit and MFE, submitted quotations in response to the solicitation. Contracting Officer's Statement of Facts (COS) at 5. The agency assigned BeaverFit's quotation a technically unacceptable rating because the firm's proposed equipment list lacked technical descriptions for all of its equipment. Agency Report (AR), Tab 11, BeaverFit Evaluation Sheet, at 1. The agency rated MFE and another vendor's quotations as technically acceptable, and selected MFE's quotation for award due to its lower proposed price. AR, Tab 13, Price Analysis Memorandum, at 3-6 (unpaginated). After making award to MFE at a price of \$3,794,432, the agency notified BeaverFit that its quotation was unsuccessful. This protest followed.

DISCUSSION

BeaverFit alleges that the agency unreasonably evaluated its quotation as technically unacceptable and the awardee's quotation as technically acceptable. We have reviewed all of the protester's allegations, and find no basis to sustain the protest. We discuss BeaverFit's primary allegations below.

BeaverFit Quotation

With regard to proposed equipment lists, the RFQ instructed vendors to provide a consolidated list of equipment by description, item specification, and price. RFQ at 7. The RFQ further advised that quotations should include technical descriptions (e.g., product literature, photographs, and other literature as necessary) to demonstrate that the proposed equipment satisfied the solicitation's requirements. Id. at 6; RFQ, tech. exh. 1, at 1, Question 3. As to how the proposed equipment lists would be evaluated, the RFQ advised that the agency would assess each vendor's capability to provide all the specified commercial equipment by description and item specification, and would "validate that all equipment and containers clearly meet all solicitation requirements." RFQ at 8 (emphasis added).

When evaluating BeaverFit's proposed equipment list, the agency determined that it contained insufficient technical descriptions of its proposed equipment. The agency noted that the quotation failed to affirmatively demonstrate that the proposed equipment was rust and corrosion proof, that the suspension trainer strap was constructed of 1.5 inch heavy-duty military webbing strap, and that the trap bar had 25 inches of space between the handles, as was required by the solicitation. AR, Tab 11, BeaverFit Evaluation Sheet, at 1. The agency also noted that BeaverFit's proposed casualty drag mannequin was not constructed out of durable materials, and therefore could not withstand repeated rough handling. Id. As a result, the agency assigned BeaverFit's quotation a technically unacceptable rating because it could not validate that BeaverFit's proposed equipment conformed to the equipment specifications. Id.

In its protest, BeaverFit alleges that the agency's rating is unreasonable because its quotation contained general disclaimers stating that it would provide equipment that conformed to the solicitation's requirements. Protest at 6-7. In reviewing protests

challenging an agency's evaluation of quotations, our Office does not reevaluate quotations or substitute our judgment for that of the agency; rather, we review the record to determine whether the agency's judgment was reasonable and consistent with the solicitation's evaluation criteria, as well as applicable statutes and regulations. TSC Enterprise, LLC, B-415731, Feb. 8, 2018, 2018 CPD ¶ 71 at 2.

Contrary to the protester's allegations, we find that BeaverFit's quotation did not contain technical descriptions from which the agency could validate the proposed equipment. BeaverFit's quotation does not describe any of its proposed equipment as either corrosion or rust-proof. AR, Tab 7, BeaverFit Quotation, at 9. Similarly, BeaverFit's quotation does not provide technical descriptions for either its proposed suspension trainer strap or hex-bar. Id. at 9, 13. Absent this information, we find that the agency reasonably could not validate that any of the proposed equipment satisfied the equipment specifications.

To the extent BeaverFit argues that its quotation demonstrated compliance when it stated that it was offering the exact equipment list as outlined in the solicitation, we do not find that argument persuasive. Where a quotation fails to include technical information that is called for by the solicitation, and instead includes only a blanket statement of compliance, an agency reasonably may reject the proposal as technically unacceptable; such a blanket statement is not a substitute for technical information establishing that what the firm proposes will meet the agency's needs. IPEC Advanced Sys., B-232145, Oct. 20, 1988, 88-2 CPD ¶ 380 at 3.

BeaverFit's blanket statement of compliance here was inadequate because the solicitation called for technical descriptions affirmatively demonstrating compliance by means of product literature or other documentation, and advised that quotations would be evaluated based on whether the proposed equipment conformed to the equipment specifications. Similarly, we are not persuaded by the protester's suggestion that its quotation was technically acceptable because it incorporated the equipment list by reference, since that list does not provide the requisite technical information. Accordingly, we deny the protest.¹

¹ BeaverFit also argues that the agency unreasonably determined that its proposed casualty drag mannequin could not withstand repeated rough handling because it proposed a different model than the model that the agency evaluated. Protester's Comments at 6. However, the protester did not identify its proposed mannequin by a specific model number that would enable the agency to determine what the firm was offering. Amyx, Inc., B-410623, B-410623.2, Jan. 16, 2015, 2015 CPD ¶ 45 at 8 (vendors are responsible for submitting an adequately written quotation, and a vendor that fails to do so runs the risk that its quotation will be evaluated unfavorably).

Remaining Protest Allegations

BeaverFit also challenges the agency's evaluation of MFE's quotation. However, we conclude that BeaverFit is not an interested party to maintain this aspect of its protest. Under our Bid Protest Regulations, a protester must be an interested party to pursue a protest before our Office. 4 C.F.R. § 21.1. An interested party is an actual or prospective vendor whose direct economic interest would be affected by award of a contract or failure to award a contract. 4 C.F.R. § 21.0(a)(1). A protester is not an interested party if it would not be next in line for award if its protest were sustained. Vertical Jobs, Inc., B-415891.2, B-415891.4, Apr. 19, 2018, 2018 CPD ¶ 147 at 8.

Here, even if the protester were correct as to the agency's evaluation of MFE's quotation, the record shows that there is another firm that submitted a technically acceptable quotation, and BeaverFit has not challenged the agency's evaluation of that quotation. AR, Tab 13, Price Analysis Memorandum, at 2-3. Thus, that offeror would be in line for award if BeaverFit's challenge to the agency's evaluation of the MFE quotation were correct. We therefore dismiss this aspect of the protest.

The protest is denied.

Thomas H. Armstrong
General Counsel